

EXHIBIT “1”

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
ALBANY DIVISION

FOREMOST INSURANCE
COMPANY GRAND RAPIDS,
MICHIGAN,

Plaintiff,

v.

GROWING PROPERTIES, LLC,
JARED YOUNG, JAMES DANIEL
TAYLOR and WILLIE HAMPTON

Defendants.

CIVIL ACTION FILE
NO: 1:21-CV-218

FIRST AMENDED COMPLAINT FOR DECLARATORY JUDGMENT

NOW COMES, Plaintiff Foremost Insurance Company Grand Rapids, Michigan (“Foremost”) for its First Amended Complaint against the Defendants and alleges as follows:

INTRODUCTION

1.

This is an action for declaratory relief pursuant to 28 U.S.C. § 2201 for the purpose of resolving an actual controversy between Foremost and Defendants Growing Properties, LLC, (“Growing Properties”), Jared Young (“Young”), Willie

Hampton (“Hampton”) and James Daniel Taylor (“Taylor”) arising out of claims that Taylor was injured while working for Growing Properties and has resulted in the a lawsuit filed by Taylor against Growing Properties, Young and Hampton. Foremost seeks a declaration that it has no duty to defend or indemnify as to whether it has any obligation to defend and/or indemnify Growing Properties, Young and Hampton for Taylor’s claims in that lawsuit.

THE PARTIES

2.

Plaintiff Foremost Insurance Company Grand Rapids, Michigan is a Michigan corporation with its principal place of business in Michigan. Foremost is duly authorized to conduct business in the State of Georgia.

3.

Defendant Willie Hampton is a citizen of the State of Georgia.

4.

Defendant James Daniel Taylor is a citizen of the State of Georgia.

5.

Defendant Growing Properties, LLC is a Georgia limited liability company. Upon information and belief, the members of Growing Properties are Jared Young and Kelly Young who are both citizens of the State of Georgia.

6.

Defendant Jared Young is a citizen of the State of Georgia.

JURISDICTION & VENUE

7.

There is complete diversity between Foremost, on the one hand, and all of the Defendants, on the other hand.

8.

The amount in controversy exceeds \$75,000, exclusive of interest and costs, because the limits of the insurance policy at issue are \$500,000, and the claims by Taylor involve the amputation of a leg below the knee.

9.

Thus, this Court has jurisdiction over the subject matter of this action under 28 U.S.C. § 1332.

10.

This Court has personal jurisdiction over the Defendants because they are all citizens of the State of Georgia.

11.

Venue is proper in the Middle District of Georgia, Albany Division, pursuant to 28 U.S.C. § 1391(b)(2), because a substantial part of the events or omissions

giving rise to the claim occurred in Worth County, Georgia, which is part of the Albany Division of the Middle District.

12.

This action is properly filed pursuant to 28 U.S.C. § 2201 because an actual controversy of a ripe and justiciable nature exists among Foremost and Growing Properties, Young, and Hampton involving whether Foremost has a duty to defend and/or indemnify Growing Properties, Young, and/or Hampton for the claims made by Taylor.

FACTS

13.

Growing Properties, LLC owns and manages approximately fifteen rental properties.

14.

As part of managing those properties, Growing Properties, LLC, through Young, hired Hampton and Taylor to do yard maintenance for its properties, including but not limited to mowing the lawns of the various properties.

15.

Upon information and belief, the equipment used by Hampton and Taylor for the yard maintenance is owned by Growing Properties, LLC.

16.

Upon information and belief, Hampton and Taylor would do the yard maintenance as assigned by Growing Properties, LLC, through Young. When called by Growing Properties, LLC, Hampton and Taylor would go to home of the owner/member of Growing Properties, LLC, Young, receive their assignments and directions on job site locations from Young. Growing Properties, LLC provided Hampton and Taylor with a 54" zero-turn lawnmower, weed eater, other necessary yard maintenance tools, and a truck and/or trailer to pull the equipment.

17.

Upon information and belief, neither Growing Properties, LLC or Young issued a W-2 or 1099 to Hampton or Taylor, and all payments for work done were made in cash.

18.

Upon information and belief, Growing Properties, LLC and/or Young's payment to Hampton and/or Taylor would vary by the job or the day, but was predominantly based on the output of work.

19.

Upon information and belief, on August 10, 2021, Growing Properties, LLC, through Young, instructed Hampton and Taylor to cut two lawns, including the lawn

of the property located at 1936 Red Rock Rd, Sylvester, GA 31791 (the “Property”).

20.

Upon information and belief, while working at the Property, Hampton instructed Taylor to use the weed eater in the front yard while Hampton mowed the lawn in the back.

21.

Upon information and belief, at some point, Taylor ended up using the weed eater in the backyard, where Hampton accidentally ran over Taylor’s leg with the lawnmower (the “Incident”).

22.

Upon information and belief, as a result of the Incident, Taylor’s leg was amputated below the knee.

23.

Taylor has filed a lawsuit against Growing Properties, Young and Hampton styled *James Taylor v. Growing Properties, LLC, Jared Young and Willie Hampton*, Superior Court of Turner County, CAFN 2022CV0013 (“Underlying Lawsuit”). A true and correct copy of the complaint in the Underlying Lawsuit is attached as Exhibit A.

24.

Taylor, through counsel, has stated that he believes that his claims arising from the Incident are worth more than the \$500,000 limits in the insurance policy issued by Foremost to Growing Properties.

25.

Foremost is defending Growing Properties, Young and Hampton in the Underlying Lawsuit pursuant to a full reservation of rights.

THE FOREMOST POLICY

26.

Foremost Insurance Company Grand Rapids, Michigan issued to Growing Properties, LLC an insurance policy with policy number 381-0021256067-03 for policy period January 18, 2020 to January 18, 2021 (the “Policy”). A true and correct copy of the Policy is attached as Exhibit B.

27.

The Property is listed as one of the covered premises in the Policy.

28.

The Section II - Premises Liability insuring agreement provides:

If a claim is made or a suit brought against you for damages because of **bodily injury** or **property damage** caused by an accident or condition on your **premises** to which this coverage

applies, we will pay:

- a. up to the Limit of Liability shown on the Declarations Page for the damages for which you are legally liable; and
- b. provide a defense at our expense by attorneys of our choice.

However, with respect to **property damage** resulting from or caused by exposure to, ingestion of, inhalation of, or the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth, the limit of liability will be an aggregate of \$50,000. This limit is part of, not in excess of, the Limit of Liability shown on the Declarations Page. This limit applies to the total of all claims or suits made against you, regardless of the number of accidents, locations insured, or injured persons.

We may make any investigations and settle any claims or suits that we decide appropriate. Our obligation to defend any claim or suit ends when the amount we pay in settlement or judgment for damages resulting from the accident equals the lesser of the Limit of Liability shown on the Declarations Page or, if applicable, a limit of liability shown above. This insurance applies only to **bodily injury** and **property damage** that occurs during the Policy Period shown on the Declarations Page.

29.

The Policy contains the following exclusions:

We will not pay for **bodily injury** or **property damage**:

16. To any of you.

17. To an employee of any of you arising out of and in the course of employment by any of you or consequential injuries to a spouse, child, parent, brother or sister of the injured employee.

This exclusion applies:

- a. Whether you may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

* * * *

30.

The Policy contains the following relevant definition:

You, your and yours means the person, persons or organization named on the Declarations Page. You, your and yours also means any **family member** of the person or persons named on the Declarations Page.

In SECTION II — Your Liability Coverages, you, your, and yours also means any employees of the person, persons or organization named on the Declarations Page for acts that occur on the **premises** and are within the course of their employment.

* * * *

CAUSE OF ACTION
(Declaratory Relief)

31.

Foremost hereby incorporates by reference all allegations contained in

Paragraphs 1 – 30.

32.

Foremost does not have any obligation to defend and/or indemnify Growing Properties, Young or Hampton for any claims in the Underlying Lawsuit or any damages, losses, claims, costs, or expenses arising out of or related to the Incident because Taylor is an employee of Growing Properties, and Young and/or Hampton and Exclusions 16 and/or 17 in the Policy bar coverage for the Incident.

33.

Therefore, Foremost seeks a declaration that it has no duty to defend and/or indemnify Growing Properties, LLC, Young, or Hampton for any claims arising from the Incident.

WHEREFORE, Foremost demands judgment as follows:

- A. For a declaration that Foremost has no duty to defend and/or indemnify Growing Properties, Young, or Hampton for any claims in the Underlying Lawsuit or otherwise pay for any damages, losses, claims, costs or expenses arising out of the claims asserted by Taylor against Growing Properties, Young, and/or Hampton;
- B. That the judgment be binding on Taylor;
- C. For the cost of this suit; and

D. For such other and proper relief as this Court may deem just and proper.

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seth.friedman@lewisbrisbois.com
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/s/ Seth M. Friedman

Seth M. Friedman
Georgia Bar No. 141501
Christopher C. Meeks
Georgia Bar No. 371020

Attorneys for Plaintiffs

EXHIBIT “A”

2022CV0013

FEB 09, 2022 02:58 PM

Mary Lee Green
Mary Lee Green, Clerk
Turner County, Georgia

IN THE SUPERIOR COURT OF TURNER COUNTY

STATE OF GEORGIA

JAMES TAYLOR;

Plaintiff,

V.

**GROWING PROPERTIES, LLC,
JARED YOUNG, and
WILLIE HAMPTON;**

Defendants.

CIVIL ACTION

FILE NO.: _____

JURY TRIAL DEMANDED

COMPLAINT

COMES NOW James Taylor, Plaintiff in the above-styled action, and hereby files this Complaint and states the following:

1.

Defendant Growing Properties, LLC is a domestic limited liability company registered to do business in the state of Georgia. Service can be made upon said defendant by serving its registered agent Jared Young at 107 Magnolia Ln., Sylvester, Worth County, Georgia, 31791. Defendant Growing Properties, LLC is subject to the jurisdiction and venue of this Court.

2.

Defendant Jared Young is a resident Georgia and is subject to the jurisdiction and venue of this Court. Service may be made upon Defendant Young at his residence at 107 Magnolia Ln., Sylvester, Worth County, Georgia, 31791.

3.

Defendant Willie Hampton is a resident of Turner County, Georgia and is subject to the jurisdiction and venue of this Court. Service may be made upon Defendant Hampton at his

residence located at 1045 Martin Luther King Jr. Drive Lot 64 Ashburn, Turner County, Georgia, 31714-2147.

NATURE OF ACTION

4.

Plaintiff incorporates by reference the allegations in Paragraphs 1-3 of the Complaint as if set forth fully herein.

5.

This case arises out of an incident on August 11, 2021 in which Defendant Hampton, while mowing a lawn for Defendants Growing Properties, LLC and Jared Young, struck Plaintiff with a lawnmower causing severe injuries to Plaintiff.

6.

This Complaint is brought to recover damages for personal injuries from Defendants Growing Properties, LLC, Jared Young and Willie Hampton for their negligent acts in causing Plaintiff to be injured as referenced above.

GENERAL ALLEGATIONS

7.

Plaintiff incorporates by reference the allegations in Paragraphs 1-6 of the Complaint as if set forth fully herein.

8.

On or about August 11, 2021, Defendants Growing Properties, LLC and Jared Young retained the services of Defendant Hampton to perform certain lawn care maintenance on the aforementioned defendants' rental property located at 1936 Red Rock Road, Sylvester, GA, 31791.

9.

Defendant Hampton retained the services of Plaintiff to assist Hampton in performing certain lawn maintenance to the property referenced above.

10.

While mowing the lawn at the property, Defendant Hampton struck Plaintiff's leg with a lawnmower which caused Plaintiff to sustain severe injuries.

11.

The lawnmower which Defendant Hampton was using at the time he struck Plaintiff's leg was owned by Defendants Growing Properties, LLC and Jared Young.

12.

At all times relevant hereto, Plaintiff exercised ordinary and due care for his own personal safety.

DEFENDANT WILLIE HAMPTON

13.

Plaintiff incorporates by reference the allegations in Paragraphs 1-12 of the Complaint as if set forth fully herein.

14.

Defendant Hampton negligently operated the lawn mower causing the mower to strike Plaintiff in the leg.

15.

Defendant Hampton's acts of negligence include failure to keep out a proper lookout for Plaintiff while operating the lawn mower, operating the lawn mower while visually impaired, and such other and further acts of negligence as may be shown at trial.

DEFENDANTS GROWING PROPERTIES, LLC AND JARED YOUNG

16.

Plaintiff incorporates by reference the allegations in Paragraphs 1-15 of the Complaint as if set forth fully herein.

17.

At all times relevant hereto, Defendant Hampton was acting at the direction of, and under the control of, Defendants Growing Properties, LLC and Jared Young.

18.

At all times relevant hereto, Defendant Hampton was an employee or agent of Defendants Growing Properties, LLC and Jared Young, and was acting within the course and scope of his employment for Defendants Growing Properties, LLC and Jared Young.

19.

At all times relevant hereto, Defendant Hampton was operating the lawnmower with the permission of Defendants Growing Properties, LLC and Jared Young.

20.

Defendants Growing Properties, LLC and Jared Young are liable for the actions of Defendant Hampton under the theories of *Respondeat Superior*, vicarious liability, and agency principles.

21.

Defendants Growing Properties, LLC and Jared Young negligently hired, supervised, trained and retained Defendant Hampton and negligently entrusted the operation of the lawnmower to him.

22.

Defendants Growing Properties, LLC and Jared Young negligently failed to implement and enforce proper procedures to evaluate Defendant Hampton's skills and expertise for operation of the lawnmower.

23.

Defendant Growing Properties, LLC and Jared Young negligently failed to implement and enforce company policies, procedures and rules for the protection of the public, including but not limited to Plaintiff.

24.

Defendants Growing Properties, LLC's and Jared Young's negligence in hiring Defendant Hampton, entrusting him with the lawnmower, and failing to train and supervise him properly were the proximate cause of the lawnmower incident and Plaintiff's injuries resulting therefrom.

DAMAGES

25.

Plaintiff incorporates by reference the allegations in Paragraphs 1-24 of the Complaint as if set forth fully herein.

26.

Plaintiff sustained serious injuries and damages as a result of the Defendant Hampton striking his leg with the lawnmower.

27.

Plaintiff's injuries and damages were directly and proximately caused by Defendant Hampton striking Plaintiff's leg with the lawnmower.

28.

Plaintiff's injuries and damages were directly and proximately caused by the negligence of Defendants Hampton, Growth Properties, LLC and Jared Young.

29.

Defendants were negligent *per se*.

30.

As a proximate result of the negligence of Defendants Hampton, Growth Properties, LLC, and Jared Young, Plaintiff has incurred charges for medical care.

31.

As a proximate result of the negligence of the Defendants Hampton, Growth Properties, LLC, and Jared Young, Plaintiff has endured pain and suffering from his injuries.

32.

As a proximate result of the negligence of the Defendants Hampton, Growth Properties, LLC, and Jared Young, Plaintiff has sustained lost wages.

WHEREFORE, Plaintiff prays that this Honorable Court grant the following relief:

- (a) That service of process issue on Defendants;
- (b) That Plaintiff be awarded compensatory damages for pain and suffering, past, present and future against Defendants;
- (c) That Plaintiff be awarded special damages against Defendants in an amount that will be determined at the time of trial;
- (d) For a trial by jury; and
- (e) For such other and further relief as this Court deems just and proper under the totality of the circumstances.

James Taylor v. Growing Properties, LLC, et al.

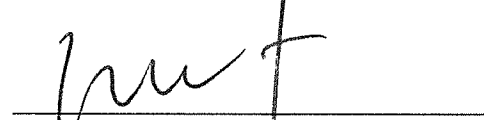
Superior Court of Turner County, CAFN _____

Complaint

This 9th day of February, 2022.

Respectfully submitted,

ROSS & PINES, LLC



PETER J. ROSS

Georgia Bar No.: 615193

JEFFREY A. BURMEISTER

Georgia Bar No.: 030024

PETER E. BENNION

Georgia Bar No.: 420604

Attorneys for Plaintiff

5555 Glenridge Connector, Suite 435

Atlanta, GA 30342

(404) 812-4300

peter@rossandpines.com

jeff@rossandpines.com

pbennion@rossandpines.com

EXHIBIT “B”



Mailing Address
P.O. Box 2602
Grand Rapids MI 49501-2602

Insured: GROWING PROPERTIES LLC
Policy Number: 0021256067
Claim Number: 7003318063-1
Loss Date: 8/10/2021
Policy Term: 12 Months

- ☐ Attached is a Certified true copy of the information sent to the insured.
- ☐ Attached is a Certified true copy of the Declaration page, policy back and endorsements.
- ☒ Attached is a Certified true copy of the Declaration page. The attached policy back and endorsements did not mail with the declaration, but are included as requested.
- ☐ Attached is a Certified true copy of the Declaration page only.
- ☐ Attached is a Certified true copy of the Cancellation notice.

Documents including "Sample" or "Copy" watermarks are authentic copies and represent what was sent to the insured. These watermarks are placed on the document when they are stored digitally.

Any additional Declaration Sheet(s) included with these documents labeled as "change or change-misc." may reflect a mid-term change in the policy and therefore a time period less than the original policy term, however the dates reflect the most current policy information on file, up to and including the date of loss for the above-referenced claim.



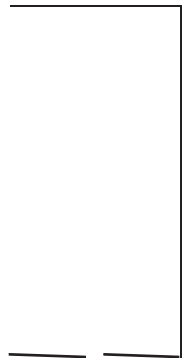
381-0021256067-03 721530 05/01

FOREMOST INSURANCE GROUP
P.O. BOX 3333
GRAND RAPIDS, MI 49501-3333

GROWING PROPERTIES LLC
PO BOX 5048
SYLVESTER GA 31791

The Foremost Insurance Group consists of Foremost Insurance Company, Foremost Signature Insurance Company, Foremost Property and Casualty Insurance Company, American Federation Insurance Company, and Foremost Lloyds of Texas and Foremost County Mutual Insurance Company, which conduct business in Texas only under a management agreement. "Foremost" and the "F" logo are trademarks of Foremost Corporation of America. Reg. U.S. Pat. & Tm. Off. Foremost Insurance Company, 5600 Beech Tree Lane, Caledonia, MI 49316.

Form 737375 08/99





Home Office
5600 Beech Tree Lane
P. O. Box 2450
Caledonia, Michigan 49316

FOREMOST BASICS™
DECLARATIONS PAGE

AMENDMENT EFFECTIVE 02/24/2021, ADDED 205 N
EAST ST TO THIS POLICY.

POLICY NUMBER: 381 - 0021256067 - 03
RENEWAL OF: 381 - 0021256067 - 02
POLICY PERIOD BEGINNING 01/18/2021 **ENDING** 01/18/2022 12:01 AM STANDARD TIME

YOU AS NAMED INSURED AND YOUR ADDRESS

GROWING PROPERTIES LLC
PO BOX 5048
SYLVESTER GA 31791

YOUR POLICY IS SERVICED BY

FORD INSURANCE AGENCY INC
PO BOX 423
SYLVESTER GA 31791

AGENCY CODE:
10-9400-410
TELEPHONE:
(229) 776-5511

COVERAGES: Coverage is provided only where an Amount of Insurance or a Limit of Liability is shown and a premium is stated for the Peril Insured Against. Detailed descriptions and any limitations will be found in your policy.

AGGREGATE LIMIT: If your Declarations Page indicates SECTION II COVERAGES, the most we will pay in any one Policy Period for any one insured Location for Liability is \$2,000,000 regardless of the number of claims, suits, accidents, or offenses.

LOCATION #1

IMPORTANT RATING INFORMATION			
PREMISES DESCRIPTION:	1301 MILLER ST ALBANY GA 31705		
CONSTRUCTION:	FRAME	TERRITORY:	A
FAMILIES:	1	PROT. CLASS:	02
OCCUPANCY:	RENTAL	IN CITY LIMITS:	YES
HYDRANT:	WITHIN 1000 FEET	COUNTY:	DOUGHERTY
Fire Dept	WITHIN 5 MILES		

MORTGAGEE 1

SOUTH GEORGIA BANKING
COMPANY
PO BOX 2619
ASHBURN, GA 31714

SECTION I COVERAGES		AMOUNT OF INSURANCE	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
A.	DWELLING	\$32,666.00	\$0.00	
C.	PERSONAL PROPERTY	\$1,000.00	\$0.00	
D.	LOSS OF RENTS	\$4,750.00	\$0.00	

SECTION I LOSSES ARE SUBJECT TO A DEDUCTIBLE OF: \$1,000.00 ALL PERILS

SECTION II COVERAGES		LIMIT OF LIABILITY		ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
F.	PREMISES LIABILITY	\$500,000.00	EA ACCIDENT	\$0.00	
G.	MEDICAL PAYMENTS	\$500.00	EA PERSON	\$0.00	\$0.00
DISCOUNTS/SURCHARGES THAT APPLY TO LOCATION #1				ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
11035 REPAIR COST DWELLING				\$0.00	
MULTI POLICY DISCOUNT				\$0.00	
MULTIPLE PROPERTIES DISCOUNT				\$0.00	
TENANT SCREENING DISCOUNT				\$0.00	

LOCATION #1 ANNUAL PREMIUM

LOCATION #2

IMPORTANT RATING INFORMATION

PREMISES DESCRIPTION:

107 MAGNOLIA LN
SYLVESTER GA 31791

CONSTRUCTION:

FRAME

FAMILIES:

1

OCCUPANCY:

RENTAL

HYDRANT:

WITHIN 1000 FEET

Fire Dept

WITHIN 5 MILES

TERRITORY:

A

PROT. CLASS:

03

IN CITY LIMITS:

YES

COUNTY:

WORTH

YR. BUILT:

1950

FORM:

DF3

SECTION I COVERAGES		AMOUNT OF INSURANCE	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
A.	DWELLING	\$87,110.00	\$0.00	
C.	PERSONAL PROPERTY	\$1,000.00	\$0.00	
D.	LOSS OF RENTS	\$10,000.00	\$0.00	

SECTION I LOSSES ARE SUBJECT TO A DEDUCTIBLE OF: \$1,000.00 ALL PERILS

SECTION II COVERAGES		LIMIT OF LIABILITY		ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
F.	PREMISES LIABILITY	\$500,000.00	EA ACCIDENT	\$0.00	
G.	MEDICAL PAYMENTS	\$500.00	EA PERSON	\$0.00	\$0.00
DISCOUNTS/SURCHARGES THAT APPLY TO LOCATION #2				ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
11035 REPAIR COST DWELLING				\$0.00	
MULTI POLICY DISCOUNT				\$0.00	

IMPORTANT RATING INFORMATION					
PREMISES DESCRIPTION:		601 N LIVINGSTON ST SYLVESTER GA 31791			
CONSTRUCTION:		MASONRY VENEER		TERRITORY: A	
FAMILIES:		1		YR. BUILT: 1958	
OCCUPANCY:		RENTAL		PROT. CLASS: 03	
HYDRANT:		WITHIN 1000 FEET		FORM: DF3	
Fire Dept		WITHIN 5 MILES		IN CITY LIMITS: YES	
				COUNTRY: WORTH	

SECTION I COVERAGES		AMOUNT OF INSURANCE		ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
A.	DWELLING	\$70,777.00		\$0.00	
C.	PERSONAL PROPERTY	\$1,000.00		\$0.00	
D.	LOSS OF RENTS	\$7,078.00		\$0.00	

SECTION I LOSSES ARE SUBJECT TO A DEDUCTIBLE OF: \$1,000.00 ALL PERILS

SECTION II COVERAGES		LIMIT OF LIABILITY		ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
F.	PREMISES LIABILITY	\$500,000.00	EA ACCIDENT	\$0.00	
G.	MEDICAL PAYMENTS	\$500.00	EA PERSON	\$0.00	\$0.00

DISCOUNTS/SURCHARGES THAT APPLY TO LOCATION #4			ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
11035 REPAIR COST DWELLING			\$0.00	
MASONRY DISCOUNT			\$0.00	
MULTI POLICY DISCOUNT			\$0.00	
MULTIPLE PROPERTIES DISCOUNT			\$0.00	
TENANT SCREENING DISCOUNT			\$0.00	
MAX DISCNT EXCEEDED ADJUSTMENT			\$0.00	

LOCATION #4 ANNUAL PREMIUM

LOCATION #5					
IMPORTANT RATING INFORMATION					
PREMISES DESCRIPTION:		703 S JEFFERSON ST SYLVESTER GA 31791			
CONSTRUCTION:	MASONRY VENEER	TERRITORY:	A	YR. BUILT:	1971
FAMILIES:	1	PROT. CLASS:	03	FORM:	DF3
OCCUPANCY:	RENTAL	IN CITY LIMITS:	YES		
HYDRANT:	WITHIN 1000 FEET	COUNTY:	WORTH		
Fire Dept	WITHIN 5 MILES				

SECTION I COVERAGES		AMOUNT OF INSURANCE	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
A.	DWELLING	\$43,555.00	\$0.00	
C.	PERSONAL PROPERTY	\$1,000.00	\$0.00	
D.	LOSS OF RENTS	\$4,356.00	\$0.00	

SECTION I LOSSES ARE SUBJECT TO A DEDUCTIBLE OF: \$1,000.00 ALL PERILS

SECTION II COVERAGES		LIMIT OF LIABILITY		ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
F.	PREMISES LIABILITY	\$500,000.00	EA ACCIDENT	\$0.00	
G.	MEDICAL PAYMENTS	\$500.00	EA PERSON	\$0.00	\$0.00

DISCOUNTS/SURCHARGES THAT APPLY TO LOCATION #5			ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
11035 REPAIR COST DWELLING			\$0.00	
MASONRY DISCOUNT			\$0.00	
MULTI POLICY DISCOUNT			\$0.00	
MULTIPLE PROPERTIES DISCOUNT			\$0.00	
TENANT SCREENING DISCOUNT			\$0.00	
MAX DISCNT EXCEEDED ADJUSTMENT			\$0.00	

LOCATION #5 ANNUAL PREMIUM

LOCATION #6

IMPORTANT RATING INFORMATION

PREMISES DESCRIPTION: 127 DONNA DR
SYLVESTER GA 31791

CONSTRUCTION: MASONRY VENEER

FAMILIES: 1

OCCUPANCY: RENTAL

HYDRANT: WITHIN 1000 FEET

Fire Dept WITHIN 5 MILES

TERRITORY: A

PROT. CLASS: 03

IN CITY LIMITS: YES

COUNTY: WORTH

YR. BUILT: 1968

FORM: DF3

MORTGAGEE 1

SOUTH GEORGIA BANKING
PO BOX 2619
ASHBURN, GA 31714

SECTION I COVERAGES		AMOUNT OF INSURANCE	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
A.	DWELLING	\$81,666.00	\$0.00	
C.	PERSONAL PROPERTY	\$1,000.00	\$0.00	

D.	LOSS OF RENTS	\$8,167.00	\$0.00	
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SECTION I LOSSES ARE SUBJECT TO A DEDUCTIBLE OF: \$1,000.00 ALL PERILS

SECTION II COVERAGES		LIMIT OF LIABILITY		ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
F.	PREMISES LIABILITY	\$500,000.00	EA ACCIDENT	\$0.00	
G.	MEDICAL PAYMENTS	\$500.00	EA PERSON	\$0.00	\$0.00

DISCOUNTS/SURCHARGES THAT APPLY TO LOCATION #6			ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
MASONRY DISCOUNT			\$0.00	
MULTI POLICY DISCOUNT			\$0.00	
MULTIPLE PROPERTIES DISCOUNT			\$0.00	
TENANT SCREENING DISCOUNT			\$0.00	
MAX DISCNT EXCEEDED ADJUSTMENT			\$0.00	
11035 REPAIR COST DWELLING			\$0.00	

LOCATION #6 ANNUAL PREMIUM

LOCATION #7

IMPORTANT RATING INFORMATION					
PREMISES DESCRIPTION:		2243 DUITMAN RD ALBANY GA 31705			
CONSTRUCTION:	MASONRY VENEER	TERRITORY:	A	YR. BUILT:	1958
FAMILIES:	1	PROT. CLASS:	02	FORM:	DF3
OCCUPANCY:	RENTAL	IN CITY LIMITS:	YES		
HYDRANT:	WITHIN 1000 FEET	COUNTY:	DOUGHERTY		
Fire Dept	WITHIN 5 MILES				

MORTGAGEE 1

SOUTH GEORGIA BANKING
PO BOX 2619
ASHBURN, GA 31714

SECTION I COVERAGES		AMOUNT OF INSURANCE	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
A.	DWELLING	\$32,666.00	\$0.00	
C.	PERSONAL PROPERTY	\$1,000.00	\$0.00	
D.	LOSS OF RENTS	\$3,267.00	\$0.00	

SECTION I LOSSES ARE SUBJECT TO A DEDUCTIBLE OF: \$1,000.00 ALL PERILS

SECTION II COVERAGES		LIMIT OF LIABILITY		ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
F.	PREMISES LIABILITY	\$500,000.00	EA ACCIDENT	\$0.00	
G.	MEDICAL PAYMENTS	\$500.00	EA PERSON	\$0.00	\$0.00

DISCOUNTS/SURCHARGES THAT APPLY TO LOCATION #7			ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
11035 REPAIR COST DWELLING			\$0.00	
MASONRY DISCOUNT			\$0.00	
MULTI POLICY DISCOUNT			\$0.00	
MULTIPLE PROPERTIES DISCOUNT			\$0.00	
TENANT SCREENING DISCOUNT			\$0.00	
MAX DISCNT EXCEEDED ADJUSTMENT			\$0.00	

LOCATION #7 ANNUAL PREMIUM

LOCATION #8

IMPORTANT RATING INFORMATION					
PREMISES DESCRIPTION:		2316 TOMPKINS AVE ALBANY GA 31705			
CONSTRUCTION:	MASONRY VENEER	TERRITORY:	A	YR. BUILT:	1962
FAMILIES:	1	PROT. CLASS:	02	FORM:	DF3
OCCUPANCY:	RENTAL	IN CITY LIMITS:	YES		
HYDRANT:	WITHIN 1000 FEET	COUNTY:	DOUGHERTY		
Fire Dept	WITHIN 5 MILES				

MORTGAGEE 1

SOUTH GEORGIA BANKING
PO BOX 2619
ASHBURN, GA 31714

SECTION I COVERAGES		AMOUNT OF INSURANCE	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
A.	DWELLING	\$48,999.00	\$0.00	
C.	PERSONAL PROPERTY	\$1,000.00	\$0.00	
D.	LOSS OF RENTS	\$4,900.00	\$0.00	

SECTION I LOSSES ARE SUBJECT TO A DEDUCTIBLE OF: \$1,000.00 ALL PERILS

SECTION II COVERAGES		LIMIT OF LIABILITY		ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
F.	PREMISES LIABILITY	\$500,000.00	EA ACCIDENT	\$0.00	
G.	MEDICAL PAYMENTS	\$500.00	EA PERSON	\$0.00	\$0.00

DISCOUNTS/SURCHARGES THAT APPLY TO LOCATION #8	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
11035 REPAIR COST DWELLING	\$0.00	
MASONRY DISCOUNT	\$0.00	
MULTI POLICY DISCOUNT	\$0.00	
MULTIPLE PROPERTIES DISCOUNT	\$0.00	
TENANT SCREENING DISCOUNT	\$0.00	
MAX DISCNT EXCEEDED ADJUSTMENT	\$0.00	

LOCATION #8 ANNUAL PREMIUM

LOCATION #9			
IMPORTANT RATING INFORMATION			
PREMISES DESCRIPTION:	2242 DUITMAN RD ALBANY GA 31705		
CONSTRUCTION:	FRAME	TERRITORY:	A
FAMILIES:	1	PROT. CLASS:	02
OCCUPANCY:	RENTAL	IN CITY LIMITS:	YES
HYDRANT:	WITHIN 1000 FEET	COUNTY:	DOUGHERTY
Fire Dept	WITHIN 5 MILES		

SECTION I COVERAGES	AMOUNT OF INSURANCE	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
A. DWELLING	\$43,555.00	\$0.00	
C. PERSONAL PROPERTY	\$1,000.00	\$0.00	
D. LOSS OF RENTS	\$5,000.00	\$0.00	

SECTION I LOSSES ARE SUBJECT TO A DEDUCTIBLE OF: \$1,000.00 ALL PERILS

SECTION II COVERAGES	LIMIT OF LIABILITY		ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
F. PREMISES LIABILITY	\$500,000.00	EA ACCIDENT	\$0.00	
G. MEDICAL PAYMENTS	\$500.00	EA PERSON	\$0.00	\$0.00

DISCOUNTS/SURCHARGES THAT APPLY TO LOCATION #9	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
11035 REPAIR COST DWELLING	\$0.00	
MULTI POLICY DISCOUNT	\$0.00	
MULTIPLE PROPERTIES DISCOUNT	\$0.00	
TENANT SCREENING DISCOUNT	\$0.00	

LOCATION #9 ANNUAL PREMIUM

LOCATION #10

IMPORTANT RATING INFORMATION

PREMISES

DESCRIPTION:

338 OUSLEY ST NW
POULAN GA 31781

CONSTRUCTION:

FAMILIES:

OCCUPANCY:

HYDRANT:

Fire Dept

FRAME
1
RENTAL
WITHIN 1000 FEET
WITHIN 5 MILES

TERRITORY:

PROT. CLASS:

IN CITY LIMITS:

COUNTY:

A
04
YES
WORTH

YR. BUILT:

FORM:

1959
DF3

SECTION I COVERAGES		AMOUNT OF INSURANCE	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
A.	DWELLING	\$43,555.00	\$0.00	
C.	PERSONAL PROPERTY	\$1,000.00	\$0.00	
D.	LOSS OF RENTS	\$4,356.00	\$0.00	

SECTION I LOSSES ARE SUBJECT TO A DEDUCTIBLE OF: \$1,000.00 ALL PERILS

SECTION II COVERAGES		LIMIT OF LIABILITY		ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
F.	PREMISES LIABILITY	\$500,000.00	EA ACCIDENT	\$0.00	
G.	MEDICAL PAYMENTS	\$500.00	EA PERSON	\$0.00	\$0.00

DISCOUNTS/SURCHARGES THAT APPLY TO LOCATION #10			ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
11035 REPAIR COST DWELLING			\$0.00	
MULTI POLICY DISCOUNT			\$0.00	
MULTIPLE PROPERTIES DISCOUNT			\$0.00	
TENANT SCREENING DISCOUNT			\$0.00	

LOCATION #10 ANNUAL PREMIUM

LOCATION #11

IMPORTANT RATING INFORMATION

PREMISES

DESCRIPTION:

2222 DUITMAN RD
ALBANY GA 31705

CONSTRUCTION:	MASONRY VENEER	TERRITORY:	A	YR. BUILT:	1961
FAMILIES:	1	PROT. CLASS:	02	FORM:	DF3
OCCUPANCY:	RENTAL	IN CITY LIMITS:	YES		
HYDRANT:	WITHIN 1000 FEET	COUNTY:	DOUGHERTY		
Fire Dept	WITHIN 5 MILES				

SECTION I COVERAGES		AMOUNT OF INSURANCE	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
A.	DWELLING	\$43,555.00	\$0.00	
C.	PERSONAL PROPERTY	\$1,000.00	\$0.00	
D.	LOSS OF RENTS	\$4,800.00	\$0.00	

SECTION I LOSSES ARE SUBJECT TO A DEDUCTIBLE OF: \$1,000.00 ALL PERILS

SECTION II COVERAGES		LIMIT OF LIABILITY		ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
F.	PREMISES LIABILITY	\$500,000.00	EA ACCIDENT	\$0.00	
G.	MEDICAL PAYMENTS	\$500.00	EA PERSON	\$0.00	\$0.00

DISCOUNTS/SURCHARGES THAT APPLY TO LOCATION #11			ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
11035 REPAIR COST DWELLING			\$0.00	
MASONRY DISCOUNT			\$0.00	
MULTI POLICY DISCOUNT			\$0.00	
MULTIPLE PROPERTIES DISCOUNT			\$0.00	
TENANT SCREENING DISCOUNT			\$0.00	
MAX DISCNT EXCEEDED ADJUSTMENT			\$0.00	

LOCATION #11 ANNUAL PREMIUM

LOCATION #12

IMPORTANT RATING INFORMATION					
PREMISES DESCRIPTION:	2225 DUITMAN RD ALBANY GA 31705				
CONSTRUCTION:	FRAME	TERRITORY:	A	YR. BUILT:	1960
FAMILIES:	1	PROT. CLASS:	02	FORM:	DF3
OCCUPANCY:	RENTAL	IN CITY LIMITS:	YES		
HYDRANT:	WITHIN 1000 FEET	COUNTY:	DOUGHERTY		
Fire Dept	WITHIN 5 MILES				

SECTION I COVERAGES		AMOUNT OF INSURANCE	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
A.	DWELLING	\$65,332.00	\$0.00	
C.	PERSONAL PROPERTY	\$1,000.00	\$0.00	

D.	LOSS OF RENTS	\$6,533.00	\$0.00	
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SECTION I LOSSES ARE SUBJECT TO A DEDUCTIBLE OF: \$1,000.00 ALL PERILS

SECTION II COVERAGES		LIMIT OF LIABILITY		ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
F.	PREMISES LIABILITY	\$500,000.00	EA ACCIDENT	\$0.00	
G.	MEDICAL PAYMENTS	\$500.00	EA PERSON	\$0.00	\$0.00

DISCOUNTS/SURCHARGES THAT APPLY TO LOCATION #12			ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
11035 REPAIR COST DWELLING			\$0.00	
MULTI POLICY DISCOUNT			\$0.00	
MULTIPLE PROPERTIES DISCOUNT			\$0.00	
TENANT SCREENING DISCOUNT			\$0.00	

LOCATION #12 ANNUAL PREMIUM

LOCATION #13

IMPORTANT RATING INFORMATION					
PREMISES DESCRIPTION:		1811 SUSSEX CT ALBANY GA 31721			
CONSTRUCTION:	MASONRY VENEER	TERRITORY:	A	YR. BUILT:	2003
FAMILIES:	1	PROT. CLASS:	02	FORM:	DF3
OCCUPANCY:	RENTAL	IN CITY LIMITS: YES			
HYDRANT:	WITHIN 1000 FEET	COUNTY:	DOUGHERTY		
Fire Dept	WITHIN 5 MILES				

MORTGAGEE 1

SOUTH GEORGIA BANKING
PO BOX 2619
ASHBURN, GA 31714

SECTION I COVERAGES		AMOUNT OF INSURANCE	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
A.	DWELLING	\$135,200.00	\$0.00	
C.	PERSONAL PROPERTY	\$1,000.00	\$0.00	
D.	LOSS OF RENTS	\$13,520.00	\$0.00	

SECTION I LOSSES ARE SUBJECT TO A DEDUCTIBLE OF: \$1,000.00 ALL PERILS

SECTION II COVERAGES		LIMIT OF LIABILITY		ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
F.	PREMISES LIABILITY	\$500,000.00	EA ACCIDENT	\$0.00	

G. MEDICAL PAYMENTS

\$500.00 EA PERSON

\$0.00

\$0.00

DISCOUNTS/SURCHARGES THAT APPLY TO LOCATION #13	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
11035 REPAIR COST DWELLING	\$0.00	
MASONRY DISCOUNT	\$0.00	
MULTI POLICY DISCOUNT	\$0.00	
MULTIPLE PROPERTIES DISCOUNT	\$0.00	
TENANT SCREENING DISCOUNT	\$0.00	
MAX DISCNT EXCEEDED ADJUSTMENT	\$0.00	

LOCATION #13 ANNUAL PREMIUM

LOCATION #14

IMPORTANT RATING INFORMATION			
PREMISES DESCRIPTION:	1936 RED ROCK RD SYLVESTER GA 31791		
CONSTRUCTION:	FRAME	TERRITORY:	A
FAMILIES:	1	PROT. CLASS:	8B
OCCUPANCY:	RENTAL	IN CITY LIMITS:	YES
HYDRANT:	NOT WITHIN 1000 FEET	COUNTY:	WORTH
Fire Dept	WITHIN 5 MILES		

MORTGAGEE 1

SOUTH GEORGIA BANKING
COMPANY
PO BOX 2619
ASHBURN, GA 31714

SECTION I COVERAGES	AMOUNT OF INSURANCE	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
A. DWELLING	\$60,000.00	\$0.00	
C. PERSONAL PROPERTY	\$1,000.00	\$0.00	
D. LOSS OF RENTS	\$6,000.00	\$0.00	

SECTION I LOSSES ARE SUBJECT TO A DEDUCTIBLE OF: \$1,000.00 ALL PERILS

SECTION II COVERAGES	LIMIT OF LIABILITY		ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
F. PREMISES LIABILITY	\$500,000.00	EA ACCIDENT	\$0.00	
G. MEDICAL PAYMENTS	\$500.00	EA PERSON	\$0.00	\$0.00

DISCOUNTS/SURCHARGES THAT APPLY TO LOCATION #14	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
11035 REPAIR COST DWELLING	\$0.00	

MULTI POLICY DISCOUNT	\$0.00	
MULTIPLE PROPERTIES DISCOUNT	\$0.00	
TENANT SCREENING DISCOUNT	\$0.00	

LOCATION #14 ANNUAL PREMIUM

LOCATION #15

IMPORTANT RATING INFORMATION

PREMISES DESCRIPTION:

205 N EAST ST
SYLVESTER GA 31791

CONSTRUCTION:

MASONRY VENEER

FAMILIES:

1

OCCUPANCY:

RENTAL

HYDRANT:

WITHIN 1000 FEET

Fire Dept

WITHIN 5 MILES

TERRITORY:

A

PROT. CLASS:

03

IN CITY LIMITS:

YES

COUNTY:

WORTH

YR. BUILT:

1961

FORM:

DF3

SECTION I COVERAGES		AMOUNT OF INSURANCE	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
A.	DWELLING	\$45,000.00		
C.	PERSONAL PROPERTY	\$1,000.00		
D.	LOSS OF RENTS	\$4,500.00		

SECTION I LOSSES ARE SUBJECT TO A DEDUCTIBLE OF: \$1,000.00 ALL PERILS

SECTION II COVERAGES		LIMIT OF LIABILITY		ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
F.	PREMISES LIABILITY	\$500,000.00	EA ACCIDENT		
G.	MEDICAL PAYMENTS	\$500.00	EA PERSON	\$0.00	\$0.00

DISCOUNTS/SURCHARGES THAT APPLY TO LOCATION #15			ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
11035 REPAIR COST DWELLING				
MASONRY DISCOUNT				
MULTI POLICY DISCOUNT				
MULTIPLE PROPERTIES DISCOUNT				
TENANT SCREENING DISCOUNT				
MAX DISCNT EXCEEDED ADJUSTMENT				

LOCATION #15 ANNUAL PREMIUM

FORMS/ENDORSEMENTS THAT APPLY TO LOCATION #1-15	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
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20051	03/2005	TRAMPOLINE LIABILITY EXCLUSION
11003	03/2006	DWELLING FIRE THREE -LANDLORD
20105	08/2007	MOLD, MILDEW OR OTHER FUNGI
11035	01/2018	REPAIR COST - DWELLING
10211	06/2019	REQUIRED CHANGE-GEORGIA

TOTAL ANNUAL POLICY PREMIUM	
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THIS DECLARATION PAGE WITH YOUR FOREMOST POLICY PROVISIONS AND ANY ENDORSEMENTS, ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED POLICY.

ADDITIONAL FEE INFORMATION:

In consideration of our agreement to allow you to pay in installments, the following service fee(s) apply per installment:

1-Pay	2-Pay	4-Pay	10-Pay	12-Pay
\$0.00	\$4.00	\$4.00	\$4.00	\$4.00

COUNTERSIGNED _____, 20__ AT _____ BY _____



381-0021256067-03 721530 05/01

FOREMOST INSURANCE GROUP
P.O. BOX 3333
GRAND RAPIDS, MI 49501-3333

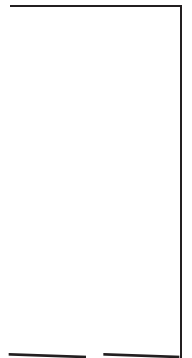
FORD INSURANCE AGENCY INC

PO BOX 423

SYLVESTER GA 31791

The Foremost Insurance Group consists of Foremost Insurance Company, Foremost Signature Insurance Company, Foremost Property and Casualty Insurance Company, American Federation Insurance Company, and Foremost Lloyds of Texas and Foremost County Mutual Insurance Company, which conduct business in Texas only under a management agreement. "Foremost" and the "F" logo are trademarks of Foremost Corporation of America. Reg. U.S. Pat. & Tm. Off. Foremost Insurance Company, 5600 Beech Tree Lane, Caledonia, MI 49316.

Form 737375 08/99





Home Office
5600 Beech Tree Lane
P. O. Box 2450
Caledonia, Michigan 49316

FOREMOST BASICS™
DECLARATIONS PAGE

AMENDMENT EFFECTIVE 02/24/2021, ADDED 205 N
EAST ST TO THIS POLICY.

POLICY NUMBER: 381 - 0021256067 - 03
RENEWAL OF: 381 - 0021256067 - 02
POLICY PERIOD BEGINNING 01/18/2021 **ENDING** 01/18/2022 12:01 AM STANDARD TIME

YOU AS NAMED INSURED AND YOUR ADDRESS

GROWING PROPERTIES LLC
PO BOX 5048
SYLVESTER GA 31791

YOUR POLICY IS SERVICED BY

FORD INSURANCE AGENCY INC
PO BOX 423
SYLVESTER GA 31791

AGENCY CODE:
10-9400-410
TELEPHONE:
(229) 776-5511

COVERAGES: Coverage is provided only where an Amount of Insurance or a Limit of Liability is shown and a premium is stated for the Peril Insured Against. Detailed descriptions and any limitations will be found in your policy.

AGGREGATE LIMIT: If your Declarations Page indicates SECTION II COVERAGES, the most we will pay in any one Policy Period for any one insured Location for Liability is \$2,000,000 regardless of the number of claims, suits, accidents, or offenses.

LOCATION #1

IMPORTANT RATING INFORMATION			
PREMISES DESCRIPTION:	1301 MILLER ST ALBANY GA 31705		
CONSTRUCTION:	FRAME	TERRITORY:	A
FAMILIES:	1	PROT. CLASS:	02
OCCUPANCY:	RENTAL	IN CITY LIMITS:	YES
HYDRANT:	WITHIN 1000 FEET	COUNTY:	DOUGHERTY
Fire Dept	WITHIN 5 MILES		

MORTGAGEE 1

SOUTH GEORGIA BANKING
COMPANY
PO BOX 2619
ASHBURN, GA 31714

SECTION I COVERAGES		AMOUNT OF INSURANCE	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
A.	DWELLING	\$32,666.00	\$0.00	
C.	PERSONAL PROPERTY	\$1,000.00	\$0.00	
D.	LOSS OF RENTS	\$4,750.00	\$0.00	

SECTION I LOSSES ARE SUBJECT TO A DEDUCTIBLE OF: \$1,000.00 ALL PERILS

SECTION II COVERAGES		LIMIT OF LIABILITY		ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
F.	PREMISES LIABILITY	\$500,000.00	EA ACCIDENT	\$0.00	
G.	MEDICAL PAYMENTS	\$500.00	EA PERSON	\$0.00	\$0.00
DISCOUNTS/SURCHARGES THAT APPLY TO LOCATION #1				ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
11035 REPAIR COST DWELLING				\$0.00	
MULTI POLICY DISCOUNT				\$0.00	
MULTIPLE PROPERTIES DISCOUNT				\$0.00	
TENANT SCREENING DISCOUNT				\$0.00	

LOCATION #1 ANNUAL PREMIUM

LOCATION #2

IMPORTANT RATING INFORMATION

PREMISES DESCRIPTION:

107 MAGNOLIA LN
SYLVESTER GA 31791

CONSTRUCTION:

FRAME

TERRITORY:

A

YR. BUILT:

1950

FAMILIES:

1

PROT. CLASS:

03

FORM:

DF3

OCCUPANCY:

RENTAL

IN CITY LIMITS:

YES

HYDRANT:

WITHIN 1000 FEET

COUNTY:

WORTH

Fire Dept

WITHIN 5 MILES

SECTION I COVERAGES		AMOUNT OF INSURANCE		ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
A.	DWELLING	\$87,110.00		\$0.00	
C.	PERSONAL PROPERTY	\$1,000.00		\$0.00	
D.	LOSS OF RENTS	\$10,000.00		\$0.00	

SECTION I LOSSES ARE SUBJECT TO A DEDUCTIBLE OF: \$1,000.00 ALL PERILS

SECTION II COVERAGES		LIMIT OF LIABILITY		ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
F.	PREMISES LIABILITY	\$500,000.00	EA ACCIDENT	\$0.00	
G.	MEDICAL PAYMENTS	\$500.00	EA PERSON	\$0.00	\$0.00
DISCOUNTS/SURCHARGES THAT APPLY TO LOCATION #2				ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
11035 REPAIR COST DWELLING				\$0.00	
MULTI POLICY DISCOUNT				\$0.00	

IMPORTANT RATING INFORMATION					
PREMISES DESCRIPTION:		601 N LIVINGSTON ST SYLVESTER GA 31791			
CONSTRUCTION:		MASONRY VENEER		TERRITORY: A	
FAMILIES:		1		YR. BUILT: 1958	
OCCUPANCY:		RENTAL		PROT. CLASS: 03	
HYDRANT:		WITHIN 1000 FEET		FORM: DF3	
Fire Dept		WITHIN 5 MILES		IN CITY LIMITS: YES	
				COUNTRY: WORTH	

SECTION I COVERAGES		AMOUNT OF INSURANCE		ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
A.	DWELLING	\$70,777.00		\$0.00	
C.	PERSONAL PROPERTY	\$1,000.00		\$0.00	
D.	LOSS OF RENTS	\$7,078.00		\$0.00	

SECTION I LOSSES ARE SUBJECT TO A DEDUCTIBLE OF: \$1,000.00 ALL PERILS

SECTION II COVERAGES		LIMIT OF LIABILITY		ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
F.	PREMISES LIABILITY	\$500,000.00	EA ACCIDENT	\$0.00	
G.	MEDICAL PAYMENTS	\$500.00	EA PERSON	\$0.00	\$0.00

DISCOUNTS/SURCHARGES THAT APPLY TO LOCATION #4			ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
11035 REPAIR COST DWELLING			\$0.00	
MASONRY DISCOUNT			\$0.00	
MULTI POLICY DISCOUNT			\$0.00	
MULTIPLE PROPERTIES DISCOUNT			\$0.00	
TENANT SCREENING DISCOUNT			\$0.00	
MAX DISCNT EXCEEDED ADJUSTMENT			\$0.00	

LOCATION #4 ANNUAL PREMIUM

LOCATION #5					
IMPORTANT RATING INFORMATION					
PREMISES DESCRIPTION:		703 S JEFFERSON ST SYLVESTER GA 31791			
CONSTRUCTION:	MASONRY VENEER	TERRITORY:	A	YR. BUILT:	1971
FAMILIES:	1	PROT. CLASS:	03	FORM:	DF3
OCCUPANCY:	RENTAL	IN CITY LIMITS:	YES		
HYDRANT:	WITHIN 1000 FEET	COUNTY:	WORTH		
Fire Dept	WITHIN 5 MILES				

SECTION I COVERAGES		AMOUNT OF INSURANCE	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
A.	DWELLING	\$43,555.00	\$0.00	
C.	PERSONAL PROPERTY	\$1,000.00	\$0.00	
D.	LOSS OF RENTS	\$4,356.00	\$0.00	

SECTION I LOSSES ARE SUBJECT TO A DEDUCTIBLE OF: \$1,000.00 ALL PERILS

SECTION II COVERAGES		LIMIT OF LIABILITY		ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
F.	PREMISES LIABILITY	\$500,000.00	EA ACCIDENT	\$0.00	
G.	MEDICAL PAYMENTS	\$500.00	EA PERSON	\$0.00	\$0.00

DISCOUNTS/SURCHARGES THAT APPLY TO LOCATION #5			ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
11035 REPAIR COST DWELLING			\$0.00	
MASONRY DISCOUNT			\$0.00	
MULTI POLICY DISCOUNT			\$0.00	
MULTIPLE PROPERTIES DISCOUNT			\$0.00	
TENANT SCREENING DISCOUNT			\$0.00	
MAX DISCNT EXCEEDED ADJUSTMENT			\$0.00	

LOCATION #5 ANNUAL PREMIUM

LOCATION #6

IMPORTANT RATING INFORMATION

PREMISES DESCRIPTION:

127 DONNA DR
SYLVESTER GA 31791

CONSTRUCTION:

MASONRY VENEER

FAMILIES:

1

OCCUPANCY:

RENTAL

HYDRANT:

WITHIN 1000 FEET

Fire Dept

WITHIN 5 MILES

TERRITORY:

A

PROT. CLASS:

03

IN CITY LIMITS:

YES

COUNTY:

WORTH

YR. BUILT:

1968

FORM:

DF3

MORTGAGEE 1

SOUTH GEORGIA BANKING
PO BOX 2619
ASHBURN, GA 31714

SECTION I COVERAGES		AMOUNT OF INSURANCE	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
A.	DWELLING	\$81,666.00	\$0.00	
C.	PERSONAL PROPERTY	\$1,000.00	\$0.00	

D.	LOSS OF RENTS	\$8,167.00	\$0.00	
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SECTION I LOSSES ARE SUBJECT TO A DEDUCTIBLE OF: \$1,000.00 ALL PERILS

SECTION II COVERAGES		LIMIT OF LIABILITY		ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
F.	PREMISES LIABILITY	\$500,000.00	EA ACCIDENT	\$0.00	
G.	MEDICAL PAYMENTS	\$500.00	EA PERSON	\$0.00	\$0.00

DISCOUNTS/SURCHARGES THAT APPLY TO LOCATION #6			ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
MASONRY DISCOUNT			\$0.00	
MULTI POLICY DISCOUNT			\$0.00	
MULTIPLE PROPERTIES DISCOUNT			\$0.00	
TENANT SCREENING DISCOUNT			\$0.00	
MAX DISCNT EXCEEDED ADJUSTMENT			\$0.00	
11035 REPAIR COST DWELLING			\$0.00	

LOCATION #6 ANNUAL PREMIUM

LOCATION #7

IMPORTANT RATING INFORMATION				
PREMISES DESCRIPTION:	2243 DUITMAN RD ALBANY GA 31705			
CONSTRUCTION:	MASONRY VENEER	TERRITORY:	A	YR. BUILT: 1958
FAMILIES:	1	PROT. CLASS:	02	FORM: DF3
OCCUPANCY:	RENTAL	IN CITY LIMITS:	YES	
HYDRANT:	WITHIN 1000 FEET	COUNTY:	DOUGHERTY	
Fire Dept	WITHIN 5 MILES			

MORTGAGEE 1

SOUTH GEORGIA BANKING
PO BOX 2619
ASHBURN, GA 31714

SECTION I COVERAGES		AMOUNT OF INSURANCE	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
A.	DWELLING	\$32,666.00	\$0.00	
C.	PERSONAL PROPERTY	\$1,000.00	\$0.00	
D.	LOSS OF RENTS	\$3,267.00	\$0.00	

SECTION I LOSSES ARE SUBJECT TO A DEDUCTIBLE OF: \$1,000.00 ALL PERILS

SECTION II COVERAGES		LIMIT OF LIABILITY		ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
F.	PREMISES LIABILITY	\$500,000.00	EA ACCIDENT	\$0.00	
G.	MEDICAL PAYMENTS	\$500.00	EA PERSON	\$0.00	\$0.00

DISCOUNTS/SURCHARGES THAT APPLY TO LOCATION #7			ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
11035 REPAIR COST DWELLING			\$0.00	
MASONRY DISCOUNT			\$0.00	
MULTI POLICY DISCOUNT			\$0.00	
MULTIPLE PROPERTIES DISCOUNT			\$0.00	
TENANT SCREENING DISCOUNT			\$0.00	
MAX DISCNT EXCEEDED ADJUSTMENT			\$0.00	

LOCATION #7 ANNUAL PREMIUM

LOCATION #8

IMPORTANT RATING INFORMATION					
PREMISES DESCRIPTION:		2316 TOMPKINS AVE ALBANY GA 31705			
CONSTRUCTION:	MASONRY VENEER	TERRITORY:	A	YR. BUILT:	1962
FAMILIES:	1	PROT. CLASS:	02	FORM:	DF3
OCCUPANCY:	RENTAL	IN CITY LIMITS:	YES		
HYDRANT:	WITHIN 1000 FEET	COUNTY:	DOUGHERTY		
Fire Dept	WITHIN 5 MILES				

MORTGAGEE 1

SOUTH GEORGIA BANKING
PO BOX 2619
ASHBURN, GA 31714

SECTION I COVERAGES		AMOUNT OF INSURANCE	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
A.	DWELLING	\$48,999.00	\$0.00	
C.	PERSONAL PROPERTY	\$1,000.00	\$0.00	
D.	LOSS OF RENTS	\$4,900.00	\$0.00	

SECTION I LOSSES ARE SUBJECT TO A DEDUCTIBLE OF: \$1,000.00 ALL PERILS

SECTION II COVERAGES		LIMIT OF LIABILITY		ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
F.	PREMISES LIABILITY	\$500,000.00	EA ACCIDENT	\$0.00	
G.	MEDICAL PAYMENTS	\$500.00	EA PERSON	\$0.00	\$0.00

DISCOUNTS/SURCHARGES THAT APPLY TO LOCATION #8	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
11035 REPAIR COST DWELLING	\$0.00	
MASONRY DISCOUNT	\$0.00	
MULTI POLICY DISCOUNT	\$0.00	
MULTIPLE PROPERTIES DISCOUNT	\$0.00	
TENANT SCREENING DISCOUNT	\$0.00	
MAX DISCNT EXCEEDED ADJUSTMENT	\$0.00	

LOCATION #8 ANNUAL PREMIUM

LOCATION #9

IMPORTANT RATING INFORMATION

PREMISES DESCRIPTION:

2242 DUITMAN RD
ALBANY GA 31705

CONSTRUCTION:

FRAME

FAMILIES:

1

OCCUPANCY:

RENTAL

HYDRANT:

WITHIN 1000 FEET

Fire Dept

WITHIN 5 MILES

TERRITORY:

A

PROT. CLASS:

02

IN CITY LIMITS:

YES

COUNTY:

DOUGHERTY

YR. BUILT:

1959

FORM:

DF3

SECTION I COVERAGES	AMOUNT OF INSURANCE	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
A. DWELLING	\$43,555.00	\$0.00	
C. PERSONAL PROPERTY	\$1,000.00	\$0.00	
D. LOSS OF RENTS	\$5,000.00	\$0.00	

SECTION I LOSSES ARE SUBJECT TO A DEDUCTIBLE OF: \$1,000.00 ALL PERILS

SECTION II COVERAGES	LIMIT OF LIABILITY	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
F. PREMISES LIABILITY	\$500,000.00 EA ACCIDENT	\$0.00	
G. MEDICAL PAYMENTS	\$500.00 EA PERSON	\$0.00	\$0.00

DISCOUNTS/SURCHARGES THAT APPLY TO LOCATION #9	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
11035 REPAIR COST DWELLING	\$0.00	
MULTI POLICY DISCOUNT	\$0.00	
MULTIPLE PROPERTIES DISCOUNT	\$0.00	
TENANT SCREENING DISCOUNT	\$0.00	

SECTION I COVERAGES		AMOUNT OF INSURANCE	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
A.	DWELLING	\$43,555.00	\$0.00	
C.	PERSONAL PROPERTY	\$1,000.00	\$0.00	
D.	LOSS OF RENTS	\$4,356.00	\$0.00	

SECTION I LOSSES ARE SUBJECT TO A DEDUCTIBLE OF: \$1,000.00 ALL PERILS

SECTION II COVERAGES		LIMIT OF LIABILITY		ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
F.	PREMISES LIABILITY	\$500,000.00	EA ACCIDENT	\$0.00	
G.	MEDICAL PAYMENTS	\$500.00	EA PERSON	\$0.00	\$0.00

DISCOUNTS/SURCHARGES THAT APPLY TO LOCATION #10			ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
11035 REPAIR COST DWELLING			\$0.00	
MULTI POLICY DISCOUNT			\$0.00	
MULTIPLE PROPERTIES DISCOUNT			\$0.00	
TENANT SCREENING DISCOUNT			\$0.00	

LOCATION #10 ANNUAL PREMIUM

LOCATION #11

IMPORTANT RATING INFORMATION

PREMISES

DESCRIPTION:

2222 DUITMAN RD
ALBANY GA 31705

CONSTRUCTION:	MASONRY VENEER	TERRITORY:	A	YR. BUILT:	1961
FAMILIES:	1	PROT. CLASS:	02	FORM:	DF3
OCCUPANCY:	RENTAL	IN CITY LIMITS:	YES		
HYDRANT:	WITHIN 1000 FEET	COUNTY:	DOUGHERTY		
Fire Dept	WITHIN 5 MILES				

SECTION I COVERAGES		AMOUNT OF INSURANCE	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
A.	DWELLING	\$43,555.00	\$0.00	
C.	PERSONAL PROPERTY	\$1,000.00	\$0.00	
D.	LOSS OF RENTS	\$4,800.00	\$0.00	

SECTION I LOSSES ARE SUBJECT TO A DEDUCTIBLE OF: \$1,000.00 ALL PERILS

SECTION II COVERAGES		LIMIT OF LIABILITY		ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
F.	PREMISES LIABILITY	\$500,000.00	EA ACCIDENT	\$0.00	
G.	MEDICAL PAYMENTS	\$500.00	EA PERSON	\$0.00	\$0.00

DISCOUNTS/SURCHARGES THAT APPLY TO LOCATION #11			ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
11035 REPAIR COST DWELLING			\$0.00	
MASONRY DISCOUNT			\$0.00	
MULTI POLICY DISCOUNT			\$0.00	
MULTIPLE PROPERTIES DISCOUNT			\$0.00	
TENANT SCREENING DISCOUNT			\$0.00	
MAX DISCNT EXCEEDED ADJUSTMENT			\$0.00	

LOCATION #11 ANNUAL PREMIUM

LOCATION #12

IMPORTANT RATING INFORMATION					
PREMISES DESCRIPTION:	2225 DUITMAN RD ALBANY GA 31705				
CONSTRUCTION:	FRAME	TERRITORY:	A	YR. BUILT:	1960
FAMILIES:	1	PROT. CLASS:	02	FORM:	DF3
OCCUPANCY:	RENTAL	IN CITY LIMITS:	YES		
HYDRANT:	WITHIN 1000 FEET	COUNTY:	DOUGHERTY		
Fire Dept	WITHIN 5 MILES				

SECTION I COVERAGES		AMOUNT OF INSURANCE	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
A.	DWELLING	\$65,332.00	\$0.00	
C.	PERSONAL PROPERTY	\$1,000.00	\$0.00	

D.	LOSS OF RENTS	\$6,533.00	\$0.00	
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SECTION I LOSSES ARE SUBJECT TO A DEDUCTIBLE OF: \$1,000.00 ALL PERILS

SECTION II COVERAGES		LIMIT OF LIABILITY		ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
F.	PREMISES LIABILITY	\$500,000.00	EA ACCIDENT	\$0.00	
G.	MEDICAL PAYMENTS	\$500.00	EA PERSON	\$0.00	\$0.00

DISCOUNTS/SURCHARGES THAT APPLY TO LOCATION #12			ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
11035 REPAIR COST DWELLING			\$0.00	
MULTI POLICY DISCOUNT			\$0.00	
MULTIPLE PROPERTIES DISCOUNT			\$0.00	
TENANT SCREENING DISCOUNT			\$0.00	

LOCATION #12 ANNUAL PREMIUM

LOCATION #13

IMPORTANT RATING INFORMATION					
PREMISES DESCRIPTION:		1811 SUSSEX CT ALBANY GA 31721			
CONSTRUCTION:	MASONRY VENEER	TERRITORY:	A	YR. BUILT:	2003
FAMILIES:	1	PROT. CLASS:	02	FORM:	DF3
OCCUPANCY:	RENTAL	IN CITY LIMITS:	YES		
HYDRANT:	WITHIN 1000 FEET	COUNTY:	DOUGHERTY		
Fire Dept	WITHIN 5 MILES				

MORTGAGEE 1

SOUTH GEORGIA BANKING
PO BOX 2619
ASHBURN, GA 31714

SECTION I COVERAGES		AMOUNT OF INSURANCE		ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
A.	DWELLING	\$135,200.00		\$0.00	
C.	PERSONAL PROPERTY	\$1,000.00		\$0.00	
D.	LOSS OF RENTS	\$13,520.00		\$0.00	

SECTION I LOSSES ARE SUBJECT TO A DEDUCTIBLE OF: \$1,000.00 ALL PERILS

SECTION II COVERAGES		LIMIT OF LIABILITY		ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
F.	PREMISES LIABILITY	\$500,000.00	EA ACCIDENT	\$0.00	

G. MEDICAL PAYMENTS

\$500.00 EA PERSON

\$0.00

\$0.00

DISCOUNTS/SURCHARGES THAT APPLY TO LOCATION #13	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
11035 REPAIR COST DWELLING	\$0.00	
MASONRY DISCOUNT	\$0.00	
MULTI POLICY DISCOUNT	\$0.00	
MULTIPLE PROPERTIES DISCOUNT	\$0.00	
TENANT SCREENING DISCOUNT	\$0.00	
MAX DISCNT EXCEEDED ADJUSTMENT	\$0.00	

LOCATION #13 ANNUAL PREMIUM

LOCATION #14

IMPORTANT RATING INFORMATION			
PREMISES DESCRIPTION:	1936 RED ROCK RD SYLVESTER GA 31791		
CONSTRUCTION:	FRAME	TERRITORY:	A
FAMILIES:	1	PROT. CLASS:	8B
OCCUPANCY:	RENTAL	IN CITY LIMITS:	YES
HYDRANT:	NOT WITHIN 1000 FEET	COUNTY:	WORTH
Fire Dept	WITHIN 5 MILES		

MORTGAGEE 1

SOUTH GEORGIA BANKING
COMPANY
PO BOX 2619
ASHBURN, GA 31714

SECTION I COVERAGES	AMOUNT OF INSURANCE	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
A. DWELLING	\$60,000.00	\$0.00	
C. PERSONAL PROPERTY	\$1,000.00	\$0.00	
D. LOSS OF RENTS	\$6,000.00	\$0.00	

SECTION I LOSSES ARE SUBJECT TO A DEDUCTIBLE OF: \$1,000.00 ALL PERILS

SECTION II COVERAGES	LIMIT OF LIABILITY	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
F. PREMISES LIABILITY	\$500,000.00 EA ACCIDENT	\$0.00	
G. MEDICAL PAYMENTS	\$500.00 EA PERSON	\$0.00	\$0.00

DISCOUNTS/SURCHARGES THAT APPLY TO LOCATION #14	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
11035 REPAIR COST DWELLING	\$0.00	

MULTI POLICY DISCOUNT	\$0.00	
MULTIPLE PROPERTIES DISCOUNT	\$0.00	
TENANT SCREENING DISCOUNT	\$0.00	

LOCATION #14 ANNUAL PREMIUM

LOCATION #15

IMPORTANT RATING INFORMATION

PREMISES DESCRIPTION:

205 N EAST ST
SYLVESTER GA 31791

CONSTRUCTION:

MASONRY VENEER

FAMILIES:

1

OCCUPANCY:

RENTAL

HYDRANT:

WITHIN 1000 FEET

Fire Dept

WITHIN 5 MILES

TERRITORY:

A

PROT. CLASS:

03

IN CITY LIMITS:

YES

COUNTY:

WORTH

YR. BUILT:

1961

FORM:

DF3

SECTION I COVERAGES		AMOUNT OF INSURANCE	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
A.	DWELLING	\$45,000.00		
C.	PERSONAL PROPERTY	\$1,000.00		
D.	LOSS OF RENTS	\$4,500.00		

SECTION I LOSSES ARE SUBJECT TO A DEDUCTIBLE OF: \$1,000.00 ALL PERILS

SECTION II COVERAGES		LIMIT OF LIABILITY		ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
F.	PREMISES LIABILITY	\$500,000.00	EA ACCIDENT		
G.	MEDICAL PAYMENTS	\$500.00	EA PERSON	\$0.00	\$0.00

DISCOUNTS/SURCHARGES THAT APPLY TO LOCATION #15			ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
11035 REPAIR COST DWELLING				
MASONRY DISCOUNT				
MULTI POLICY DISCOUNT				
MULTIPLE PROPERTIES DISCOUNT				
TENANT SCREENING DISCOUNT				
MAX DISCNT EXCEEDED ADJUSTMENT				

LOCATION #15 ANNUAL PREMIUM

TRAMPOLINE LIABILITY EXCLUSION

20051 03/05

SECTION II - Exclusions

The following exclusion is added:

Arising out of the use by any person of a trampoline as a trampoline including the mounting of and dismounting from the trampoline.

All other provisions of your policy apply.

20051 03/05

Foremost[®] Insurance Company

Dwelling Fire Three Policy Landlord



FOREMOST[®]
INSURANCE COMPANY
GRAND RAPIDS, MICHIGAN

A Stock Company

Home Office
5600 Beech Tree Lane
Caledonia, Michigan 49316
1-800-527-3905

Form 11003 03/06

Sample

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DWELLING FIRE THREE POLICY LANDLORD

Read the entire policy carefully to determine rights, duties, and what is and is not insured. Various provisions in this policy restrict coverage.

Words and phrases that appear in **bold faced type** have special meaning. Refer to the Definitions.

Insuring Agreement

With your payment of the premium, we agree to provide only the Coverages, Amounts of Insurance and Limits of Liability you have selected as shown on the Declarations Page. This is subject to all policy terms and conditions. This policy, which includes the Declarations Page and endorsements, if any, is the entire agreement between you and us regarding the insurance coverages expressed in it and supersedes all previous agreements regarding those coverages, either oral or written.

We, us and our means the insurance company named on the Declarations Page.

You, your and yours means the person, persons or organization named on the Declarations Page. You, your and yours also means any **family member** of the person or persons named on the Declarations Page.

In SECTION II — Your Liability Coverages, you, your, and yours also means any employees of the person, persons or organization named on the Declarations Page for acts that occur on the **premises** and are within the course of their employment.

Definitions

Actual cash value means the amount it would cost to repair or replace insured property with materials available today of like kind and quality, less allowance for physical deterioration and depreciation, including obsolescence.

Bodily injury means physical injury, sickness, disease or death, caused by an accident, sustained by any person except you.

Business means any full or part-time trade, profession or occupation engaged in for economic gain.

But **business** does not mean the rental or holding for rental solely for residential purposes of any dwelling or other structure described on the Declarations Page.

Earth movement means all of the following items whether arising out of any act of nature or human activity:

1. Earthquake, including land shock waves or tremors before, during or after volcanic eruptions;
2. Landslide;
3. Mudflow;
4. Earth sinking, rising or shifting; or
5. Mine subsidence.

Family member means a person who resides in your household and is related to you by blood, marriage or adoption. Family member also means a ward or a foster child who resides in your household.

Medical expenses means reasonable charges for:

1. Medical;
2. Surgical;
3. X-ray;
4. Dental;
5. Ambulance;
6. Hospital;
7. Professional nursing;
8. Recognized religious methods of healing;
9. Prosthetic devices; or
10. Funeral services.

Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, metals, lead paint components and compounds, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. However, irritants and contaminants released by an accidental fire on your **premises** are not a **pollutant**.

Premises means:

1. The dwelling and other structures that are described on the Declarations Page;
2. The sidewalks, driveways or other private approaches that serve that dwelling and other structures; and
3. The grounds that are immediately adjacent to that dwelling and other structures.

Property damage means direct physical damage or destruction of tangible property of others, including loss of its use, caused by an accident.

Replacement cost means:

Coverage A - Dwelling
Coverage B - Other Structures

The cost to repair or replace property, without deduction for depreciation,

with new property of like kind and quality using conventional materials and construction methods which are available at the time of the loss.

But **replacement cost** does not mean loss, damage or increased loss caused by enforcement of any governmental requirement regulating construction, repair, occupancy, renovation or remodeling.

Coverage C - Personal Property

The cost to repair or replace property, without deduction for depreciation, with new property of like kind and quality.

Residence employee means an employee of yours who performs duties in connection with the maintenance or use of your **premises**, including household or domestic services, or who performs duties elsewhere of a similar nature not in connection with the **business** of any of you.

SECTION I — Your Property Coverages

Coverage A — Dwelling

We insure:

1. The dwelling that is described on the Declarations Page;
2. Materials and supplies for use in the construction, alteration or repair of that dwelling located within or immediately adjacent to that dwelling; and
3. Any structure you own that is attached to that dwelling, other than a structure attached only by plumbing, utility line or similar connection.

But we do not insure:

1. Fences;
2. Land including any cost to repair, rebuild, stabilize or otherwise restore land on which the dwelling is located either before or after a loss; or
3. Loss, including damage or remediation costs, caused by or resulting from the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.
2. Machinery, tools, and equipment; and
3. Leased personal property for which you have a contractual liability for loss.

But we insure this property only if it is:

1. Necessary for the residential occupancy of the dwelling described on the Declarations Page;
2. In or on the dwelling described on the Declarations Page;
3. In the open within 100 feet of the dwelling described on the Declarations Page; or
4. In or on any other structures described on the Declarations Page.

Coverage B — Other Structures

We insure:

1. The other structures that are described on the Declarations Page; and
2. Materials and supplies for use in the construction, alteration or repair of those other structures located within or immediately adjacent to those other structures.

But we do not insure:

1. Land including any cost to repair, rebuild, stabilize or otherwise restore land on which the other structures are located either before or after a loss; or
2. Loss, including damage or remediation costs, caused by or resulting from the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.

We do not insure:

1. Aircraft and any aircraft parts, equipment and accessories including engines and motors;
2. Watercraft and any watercraft parts, equipment and accessories, including trailers, engines and motors;
3. Motor vehicles, recreational land motor vehicles, golf carts, all other motorized land conveyances and any vehicle or conveyance parts, equipment and accessories.

We do insure vehicles or conveyances, other than golf carts and recreational vehicles or conveyances, that are not subject to motor vehicle registration and that are used solely for maintenance of your **premises**.

Coverage C — Personal Property

We insure:

1. Furnishings and appliances;

4. Property separately described and specifically insured in this or any other insurance policy;
5. Camper bodies or trailers;

6. Property held as a sample or for sale or delivery after sale; or
7. Loss, including damage or remediation costs, caused by or resulting from the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.

Coverage D — Loss Of Rents

If an insured loss occurs at the dwelling described on the Declarations Page, we will pay for your loss of normal rents resulting from that insured loss while the dwelling is not fit to live in or use, less charges and expenses that do not continue during that time.

We will pay loss of normal rents only for the shortest time needed to make the dwelling habitable. This coverage will pay loss of normal rents at a monthly rate of one-twelfth of the Amount of Insurance shown on the Declarations Page for Coverage D. The total amount we will pay will not exceed the Amount of Insurance described on the Declarations Page for Coverage D.

If damage caused by an Insured Peril occurs at a neighboring premises, we will pay any resulting loss of normal rents for up to two weeks if civil authorities prohibit occupancy of your dwelling.

We will not pay expenses due to cancellation of any lease or written or oral agreement.

The periods of time are not limited by the expiration of this policy.

No deductible will apply to this coverage.

Your Additional Coverages

When you buy Coverage A — Dwelling, we automatically include the following additional coverages:

1. **Debris Removal.** We will pay the actual, reasonable and necessary cost for the removal of debris of insured property, other than trees, from your **premises** when deposited by an Insured Peril that applies to the insured property.

The debris removal cost is included in the Amount of Insurance that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal cost is more than the Amount of Insurance for the damaged property, an additional 5% of that Amount of Insurance is available for debris removal.

No deductible will apply to this coverage.

2. **Emergency Repairs After Loss.** We will pay any actual, reasonable and necessary expenses for emergency repairs incurred in protecting your insured property from further damage if the damage was caused by an Insured Peril.

This coverage is included in and does not change the Amount of Insurance that applies to the property being protected.

No deductible will apply to this coverage.

3. **Emergency Removal of Personal Property.** We cover your insured personal property against direct loss from any cause not excluded in SECTION I — Exclusions while the property is being removed from your **premises** because it is in danger of loss by an Insured Peril. We provide this coverage for no more

than 30 days while the property is removed from your **premises**.

This coverage is included in and does not change the Amount of Insurance that applies to the property being removed.

No deductible will apply to this coverage.

4. **Fire Department Service Charge** (not applicable in Arizona, New Jersey and New Mexico). We will pay up to \$500 for actual fire department charges incurred by you when the fire department is called to save or protect insured property from an Insured Peril.

No deductible will apply to this coverage.

5. **Trees, Shrubs, Plants and Lawns.** We will pay up to 5% of the Amount of Insurance shown for Coverage A — Dwelling for loss to trees, shrubs, plants and lawns on your **premises**. We will not pay more than \$500 for any one tree, plant or shrub including the cost of removing the debris of the insured item.

Coverage applies to loss caused by the perils of fire or lightning, explosion, riot or civil commotion, aircraft, vehicles not owned or operated by any resident of your **premises**, vandalism or malicious mischief or burglars.

But we do not insure trees, plants, shrubs or portions of lawn:

- a. Grown for **business** purposes; or
- b. Located more than 150 feet from the dwelling described on the Declarations Page.

No deductible will apply to this coverage.

SECTION I — Insured Perils

We insure risk of direct, sudden and accidental physical loss to the property described in Coverage A — Dwelling and Coverage B — Other Structures unless the loss is excluded elsewhere in this policy. The loss must occur during the Policy Period shown on the Declarations Page.

We insure risk of direct, sudden and accidental physical loss to property insured by Coverage C — Personal Property. The loss must occur during the Policy Period shown on the Declarations Page and be caused by any of the following perils unless the loss is excluded elsewhere in this policy.

1. Fire.
2. Lightning.
3. Windstorm or Hail.

But we do not insure loss to signs, radio or television antennas, aerials or satellite dishes, positioners, receivers, descramblers, including lead-in wiring, masts or towers, and related satellite dish equipment when any of these types of property are located outdoors.

4. Explosion.
5. Riot or civil commotion, including direct loss from pillage and looting during or immediately after the riot and at the site of the riot or civil commotion.
6. Aircraft, including self-propelled missiles and spacecraft.
7. Vehicles.
8. Smoke or smudge.

But we do not insure loss caused by or consisting of:

- a. The gradual accumulation of any oily or greasy substance or film; or
 - b. Smoke from agricultural or commercial operations.
9. Vandalism or malicious mischief, meaning the intentional and willful damage or destruction of property by anyone other than the owner of the property.

But we do not insure:

- a. Any loss to personal property or materials and supplies for use in construction, arising out of its theft or other unlawful taking from your **premises**;
- b. Any loss caused by, resulting from, contributed to or aggravated by intentional acts of any tenant or any roomers and boarders of your **premises**; or
- c. Any loss to personal property if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed, altered or repaired is not considered vacant.

These exceptions do not apply to ensuing loss caused by fire or explosion.

10. Loss caused by burglars.

But we do not insure:

- a. Theft of property; or
- b. Loss caused by burglars to property on your **premises** if the dwelling has been vacant for more than 30 consecutive

days immediately before the loss occurs. A dwelling or other structure being constructed, altered or repaired is not considered vacant.

These exceptions do not apply to ensuing loss caused by fire or explosion.

11. Falling Objects.

But we do not insure loss to:

- a. Property within the dwelling or other structure unless the falling object first damages the exterior of the dwelling or other structures;
- b. Outdoor radio and television antennas, aerials, satellite dishes, positioners, receivers, descramblers including lead-in wiring, masts or towers and related satellite dish equipment when any of these types of property are located outdoors; or
- c. The falling object.

12. Weight of ice, snow or sleet which causes a loss to property contained in the dwelling and any other structure described on the Declarations Page.

13. Tearing apart, cracking, burning or bulging of a steam or hot water heating system, air conditioning system, automatic fire protective sprinkler system, or appliance for heating water.

But we do not insure loss which is caused by or results from freezing except as provided in the peril of freezing.

14. Freezing of plumbing, heating, or air conditioning systems, automatic fire protective sprinkler systems or domestic appliances,

but only if you have used reasonable care to:

- a. Maintain heat in the dwelling or other structure; or
 - b. Shut off the water supply and drain the systems and appliances of water.
15. Discharge, release or overflow of water or steam from plumbing, heating, or air conditioning systems, automatic fire protective sprinkler systems or domestic appliances.

But we do not insure loss:

- a. To the appliances or systems;
- b. Caused by accidental discharge or overflow which occurs off your **premises**; or
- c. Caused by or resulting from freezing except as provided in the peril of freezing.

For purposes of this peril, plumbing systems do not include sumps or sump pumps and related equipment and piping.

16. Power surge from artificially generated electrical current.

We do not insure loss to a tube, transistor or similar electronic parts of computers, appliances and home entertainment units.

SECTION I — Exclusions

We do not insure loss caused directly or indirectly by any of the following regardless of any other cause or event contributing concurrently or in any sequence to the loss:

1. Loss of or to any property otherwise insured by this policy if that loss is intentionally caused by

any of you or performed at any of your direction.

2. Loss caused by, consisting of or increased by the enforcement of any governmental requirement regulating:
 - a. Construction;
 - b. Confiscation;
 - c. Repair;
 - d. Demolition;
 - e. Sale;
 - f. Occupancy;
 - g. Seizure;
 - h. Renovation; or
 - i. Remodeling.

But we do insure loss arising out of a governmental action to prevent the spread of fire provided that a loss caused by fire would otherwise be insured by this policy.

3. Loss caused by an illegal activity, trade or **business** being conducted with or without your knowledge by any of you or any resident of your **premises** whether or not the person conducting the activity, trade, or **business** is convicted by a criminal court.
4. Loss caused by war (whether declared or undeclared), including civil war, insurrection, rebellion or revolution.
5. Loss caused by:
 - a. The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**.
 - b. Loss, cost or expense from any governmental direction or request that any of you test for, monitor, clean up,

remove, contain, treat, detoxify or neutralize **pollutants**.

6. Loss caused by volcanic eruption.

7. Loss caused by:

- a. Flood water, surface water, waves, tidal water, tidal waves, storm surge, tsunami or overflow of a body of water or spray from any of these whether or not driven by wind;
- b. Water or sewage which backs up through sewers or drains or which overflows from a sump; or
- c. Water below the surface of the ground regardless of its source. This includes water which exerts pressure on or flows, seeps or leaks through any part of the dwelling or other structures, foundation, sidewalk, driveway or swimming pool.

This exclusion applies whether or not there was widespread damage and whether or not it was caused by a human activity or an act of nature.

This exclusion does not apply to ensuing loss caused by fire or explosion.

8. Loss caused by freezing, thawing, pressure or weight of water or ice or snow, whether driven by wind or not, to a fence, pavement, patio, swimming pool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock.

9. Loss caused by any **business** activity being conducted with or without your knowledge by any of you or any resident of your **premises**.

10. Loss caused by vandalism, burglary, malicious mischief, theft or any other unlawful taking of property:

- a. By any tenant or any roomers and boarders of your **premises**; or
- b. If the dwelling has been vacant for more than 30 consecutive days immediately preceding the loss. A dwelling being constructed, altered or repaired is not considered vacant.

This exclusion does not apply to ensuing loss caused by fire or explosion.

11. Loss caused by breakage of glass and safety glazing materials if the dwelling has been vacant for more than 30 consecutive days immediately preceding the loss. A dwelling being constructed, altered or repaired is not considered vacant.

12. Loss caused by wind, hail, ice or snow to outdoor radio and television antennas, satellite dishes, aerials, positioners, receivers, descramblers, including lead-in wiring, masts or towers, and related satellite dish equipment when any of these types of property are located outdoors.

13. Loss caused by:

- a. Freezing of plumbing, heating or air conditioning systems, fire protective sprinkler systems or domestic appliances; or
- b. Freezing of sumps or sump pumps and related equipment and piping; or

- c. Discharge, leakage or overflow from the systems or appliances caused by freezing.

This exclusion does not apply if you have taken reasonable care to:

- a. Maintain heat in the dwelling or other structure; or
- b. Shut off the water supply and drain the systems and appliances of water.

- 14. Loss caused by theft of materials and supplies for use in the construction, alteration or repair of the dwelling or other structures.

- 15. Loss caused by **earth movement**.

This exclusion does not apply to ensuing loss caused by fire or explosion.

- 16. Loss caused by nuclear reaction, radiation or radioactive contamination.

This exclusion does not apply to ensuing loss caused by fire or explosion.

- 17. Loss caused by:

- a. The conduct, act, failure to act or decision of any person, group, organization or governmental body whether intentional, wrongful, negligent or without fault.

- b. A defect, weakness, inadequacy, fault or unsoundness in:

- (1) Planning, zoning, development, surveying, siting;
- (2) Design, specifications, workmanship, construction, grading, compaction during construction;

- (3) Materials used in construction or repair; or

- (4) Maintenance;

of any property, including but not limited to, land, structures, or improvements of any kind, whether on or off your **premises**.

- c. Weather conditions, including, but not limited to, heat, cold, rain, ice, snow, sleet, wind, hail or drought.

This exclusion applies only if there is another cause of loss that is excluded by this policy.

This exclusion does not apply to ensuing loss caused by fire or explosion.

- 18. Loss caused by:

- a. Wear and tear, marring or scratching, deterioration, rust or other corrosion;

- b. Inherent vice, latent defect, mechanical breakdown;

- c. Mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind;

- d. Smog, smoke from agricultural smudging or industrial operations;

- e. Settling, cracking, shrinkage, bulging or expansion, including resulting cracking of pavements, patios, foundations, walls, floors, roofs or ceilings; or

- f. Birds, vermin, rodents, insects or domestic animals.

This exclusion does not apply to:

- a. En ensuing loss caused by fire or explosion;

- b. Water damage caused by water that suddenly escapes from a plumbing, heating, fire protection sprinkler or air conditioning system or appliance because of any of the above; or
- c. The cost of tearing out and replacing any part of the dwelling or other structure necessary to repair the system or appliance.

But we do not insure loss to the system or appliance from which the water escaped.

- 19. Loss caused by continuous or repeated seepage or leakage of water or steam from within a plumbing, heating, fire protective sprinkler or air conditioning system or from within an appliance which occurs over a period of weeks, months, or years.

This exclusion does not apply to ensuing loss caused by fire or explosion.

immediately before the loss and its **actual cash value** immediately after the loss;

- 2. The **actual cash value** of the damaged part of the dwelling at the time of the loss.
- 3. The amount required to repair or replace the dwelling.
- 4. The Amount of Insurance shown on the Declarations Page for the dwelling.

We may make a cash settlement or repair or replace the property with property of like kind and quality. We will give you notice of our intention within 30 days after we receive your proof of loss.

We will not pay for loss consisting of actual or perceived reduction of market value after the damaged property has been replaced, restored, or repaired.

The damage to the property will reduce the Amount of Insurance available during the policy period by the amount of the damage. Your coverage will return to the Amount of Insurance shown on the Declarations Page upon completion of the repairs or replacements.

SECTION I — Our Payment Methods

Coverage A — Dwelling

Total Loss Payment Method

A total loss occurs when the dwelling is damaged beyond reasonable repair.

When a total loss occurs, your loss will be equal to the Amount of Insurance shown on the Declarations Page.

Partial Loss Payment Method

When a partial loss occurs, the amount we pay for loss to the dwelling will be the lowest of:

- 1. The difference between the **actual cash value** of the dwelling

Coverage B — Other Structures Coverage C — Personal Property

The amount we pay for loss to the other structures and personal property will be the lowest of:

- 1. The difference between the **actual cash value** of the property immediately before the loss and its **actual cash value** immediately after the loss;
- 2. The **actual cash value** of the lost or damaged part of the property at the time of the loss;

3. The amount required to repair or replace the lost or damaged property; or
4. The Amount of Insurance shown on the Declarations Page.

We may make a cash settlement and take all or part of the property at its appraised or agreed upon value, or repair or replace the property with property of like kind and quality. We will give you notice of our intention within 30 days after we receive your proof of loss.

We will not pay for loss consisting of actual or perceived reduction of market value after the damaged property has been replaced, restored, or repaired.

The damage to the property will reduce the Amount of Insurance available by the amount of the damage. Your coverage will return to the Amount of Insurance shown on the Declarations Page upon completion of the repairs or replacements.

Payment Methods — Specific Losses

Pairs and Sets

In case of loss to a part of a pair, set, series of objects, pieces or panels, either interior or exterior, we may:

1. Repair or replace any part to restore the pair or set to its value before the loss;
2. Pay the difference between the **actual cash value** of the pair or set before and after the loss; or
3. Pay the reasonable cost of providing a substitute to match the remainder of the pair or set as closely as possible.

We will not be obligated to repair or replace the entire pair, set, series of objects, pieces or panels when a part is lost or damaged.

Glass Replacement

We will pay for loss to glass caused by an Insured Peril on the basis of replacement with safety glazing materials when required by law.

Deductible

No deductible will be applied to Coverage A - Dwelling in the event of a total loss unless stated otherwise in this policy. All other losses will be subject to the deductible shown in this policy.

SECTION II — Your Liability Coverages

Coverage F — Premises Liability

If a claim is made or a suit is brought against you for damages because of **bodily injury** or **property damage** caused by an accident on your **premises**, we will:

1. Pay up to the Limit of Liability shown on the Declarations Page for the damages for which you are legally liable; and
2. Provide a defense at our expense by attorneys of our choice.

We may make any investigations and settle any claims or suits that we decide appropriate. Our obligation to defend any claim or suit ends when the amount we pay in settlement or judgment equals the Limit of Liability. Coverage F — Premises Liability applies to **bodily injury** and **property damage** only if the **bodily injury** or **property damage** occurs on your **premises** and during the Policy Period shown on the Declarations Page.

Coverage G — Medical Payments To Others

We will pay for you up to the Limit of Liability shown on the Declarations Page, the actual, necessary and reasonable

medical expenses incurred or medically determined within three years from the date of an accident causing **bodily injury**. Coverage G — Medical Payments To Others applies only to accidents that occur during the Policy Period shown on the Declarations Page.

Medical Payments To Others applies only to a person on your **premises** with your permission.

But Medical Payments To Others does not apply to:

1. Any tenant residing on your **premises**; or
2. Any other person regularly residing on your **premises**.

A Medical Payments To Others payment is not an admission of liability by any of you or us.

SECTION II — Your Additional Coverages

Claim Expenses

We will pay:

1. Expenses incurred by us and costs taxed against you in any suit we defend;
2. Premiums on bonds required in a suit defended by us, but not for bond amounts greater than the Limit of Liability for Premises Liability.

We are not obligated to apply for or furnish any bonds;
3. Expenses incurred by you at our request, including up to \$100 a day actual loss of earnings, for assisting us in the investigation or defense of any claim or suit;

4. Prejudgment interest awarded against you on that part of the judgment we pay; and
5. Interest on the entire entered judgment until we pay, formally offer, or deposit in court that part of the judgment which does not exceed the limit of our liability on that judgment.

First Aid Expenses

We will pay your expenses for first aid to others at the scene of an accident which occurs on your **premises**. We will not pay for first aid to any of you.

SECTION II — Exclusions

Coverage F — Premises Liability Coverage G — Medical Payments To Others

We will not pay for **bodily injury** or **property damage**:

1. Resulting from any act or omission which is intended by any of you to cause any harm or that any of you could reasonably expect to cause harm. This exclusion applies whether or not any of you:
 - a. Intended or expected the result of his or her omission so long as the resulting injury or damage was a natural or foreseeable consequence of the intended act or omission;
 - b. Was under the influence of alcohol or narcotics;
 - c. Was insane; or
 - d. Is deemed not to have had the mental capacity to form the legal intent to commit the

act or omission causing injury or damage.

But this exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.

2. Arising out of **business** pursuits of any of you.
3. Arising out of the rendering or failing to render professional services.
4. Arising out of the actual, alleged or threatened discharge, dispersal, release, escape of, or the ingestion, inhalation or absorption of **pollutants**.
5. Arising out of loss, cost or expense from any governmental direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**.
6. Arising out of the ownership, operation, maintenance, use, loading or unloading of:
 - a. An aircraft;
 - b. A land motor vehicle;
 - c. A recreational land motor vehicle;
 - d. A watercraft; or
 - e. Trailers.

But this exclusion does not apply to **bodily injury** arising out of the ownership, maintenance, use, loading or unloading of motor vehicles or conveyances that are not subject to motor vehicle registration and that are used solely for maintenance of your **premises**.

7. Arising out of the entrustment by any of you to any person of any aircraft, land motor vehicle, recreational land motor vehicle,

watercraft or trailer the use of which is not insured in SECTION II — Your Liability Coverages.

8. Arising out of:
 - a. The negligent supervision by any of you of any person;
 - b. Any liability by statute imposed on any of you; or
 - c. Any liability assumed through an unwritten or written agreement by any of you; with regard to the ownership, operation, maintenance or use of any aircraft, land motor vehicle, recreational land motor vehicle, watercraft or trailer that is not insured in SECTION II — Your Liability Coverages.
9. Arising directly or indirectly out of war, hostile or warlike action in time of peace or war, whether or not declared, riot or civil disorder.
10. Arising out of the transmission of or exposure to a communicable disease by any of you, your **residence employee**, any tenant, any other resident of your tenant's dwelling unit, or guests.
11. Arising out of child care services provided by a fee by or at the direction of:
 - a. Any of you;
 - b. Any of your employees; or
 - c. Any other person actually or apparently acting on behalf of any of you.
12. Arising out of any sexual act, sexual molestation, corporal punishment, or physical or mental abuse by any of you, your **residence employee**, any tenant, any other

resident of your tenant's dwelling unit, or guests.

13. Arising out of the use, sale, manufacture, distribution, delivery, transfer or possession of any illegal substance or a controlled substance as defined by federal or state law by any of you, your **residence employee**, your roomers or boarders, any tenant, any other residents of your tenant's dwelling unit, or guests. Such substances include, by way of example, but are not limited to: cocaine, LSD, methamphetamines, marijuana and all narcotic drugs.
14. Arising out of nuclear reaction, radiation or radioactive contamination.
15. Arising out of the selling, serving or giving of an alcoholic beverage by any of you:
 - a. To a minor;
 - b. To a person under the influence of alcohol; or
 - c. Which causes or contributes to the intoxication of any person.
16. To any of you.
17. To an employee of any of you arising out of and in the course of employment by any of you or consequential injuries to a spouse, child, parent, brother or sister of the injured employee.

This exclusion applies:

- a. Whether you may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay

damages because of the injury.

18. Resulting from or caused by the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.

These exclusions apply also to **bodily injury** or **property damage** arising out of the activities of any persons or organizations you hired to manage or maintain your **premises**.

Coverage F - Premises Liability

We will not pay for **bodily injury** or **property damage** for:

1. Liability assumed in any contract or agreement.
2. Damage to property owned, sold, rented to others, abandoned or given away by any of you.
3. Damage to property rented to, occupied or used by any of you in your care, except **property damage** caused by fire, smoke or explosion.
4. Any claim or legal action asserted against any of you by any tenant or tenant association, corporation or community regarding the manner in which your **premises** is managed or operated.

Policy Conditions

1. **Insurable Interest, Amount of Insurance and Limits of Liability.** Regardless of the number of persons or organizations who have an interest in the insured property, we will not be liable in any one loss for more than the lesser of:

- a. The interest of the person or organization insured; or
- b. The applicable Amount of Insurance.

The Limit of Liability for Coverage F — Premises Liability will not exceed the limit shown on the Declarations Page regardless of the number of people insured or claims made.

The insuring of more than one person or organization by this policy does not increase the Amounts of Insurance.

2. **Joint Obligations.** The terms of this policy impose joint obligations on each and every one of you. This means that the responsibilities, acts and failures to act of any of you will be binding upon all of you.
3. **Concealment or Fraud.** The entire policy will be void whether before or after a loss or claim relating to this insurance if any of you:
 - a. Intentionally conceal or misrepresent any material fact or circumstance;
 - b. Engage in fraudulent conduct; or
 - c. Make false statements;
4. **What to Do When You Have a Loss.** You or someone on your behalf must promptly report to the police any theft, robbery, or burglary loss after you discover the loss.

In the event of a loss or accident, you or someone on your behalf must notify us at once. The quickest way is to phone your agent or us. Please give your name, policy

number, how the loss happened, the extent of the damages or injuries, names of witnesses and all other pertinent facts. You must promptly send us any demand, notice, summons or other legal papers you receive.

If we need other information to investigate the loss, we will ask you for it. We may require this information in writing.

If you have a loss, you must protect the dwelling, other structures or personal property from any further damage. If you fail to do so, any further damage will not be insured by this policy.

We may require that you submit to us a notarized statement of loss. That statement must be submitted within 90 days of our request that you do so. You may be required to show us the damaged property and submit to examination under oath. You will be required to cooperate with us in our effort to investigate the accident or loss, settle any claims against you and defend you. If you fail to cooperate, we have the right to deny you coverage in this policy.

You may not, except at your own cost, voluntarily make any payment, assume any obligation or incur any expenses other than First Aid Expenses to others or Emergency Repairs After Loss.

We will make settlement within 30 days after we receive an acceptable proof of loss from you and the amount of loss is determined as provided in this policy.

5. **Appraisals.** If you and we fail to agree on the amount of the loss, then both you and we have the

right to select a competent and disinterested appraiser within 20 days from the day of disagreement. The appraisers will determine the amount of the loss. If they do not agree, then the appraisers will choose an umpire. Then each appraiser will submit his amount of the loss to the umpire selected by them or by a court having jurisdiction if the appraisers cannot agree upon an umpire. The agreement of any two will determine the amount of loss for damage to your property. You pay your appraiser and we pay our appraiser. You and we share equally the expenses of the umpire and all other expenses of the appraisals.

In no event will an appraisal be used for the purpose of interpreting any policy provision, determining causation or determining whether any item or loss is insured by this policy. If there is an appraisal, we still retain the right to deny the claim.

6. **Other Insurance.**

a. **SECTION I — Your Property Coverages**

If both this and other insurance apply to a loss, we will pay our share. Our share will be the proportionate amount that this insurance bears to the total amount of all applicable insurance.

b. **SECTION II — Your Liability Coverages**

This insurance is excess over other valid insurance except insurance written specifically to insure excess over

the limits that apply in this policy.

c. **SECTION I — Your Property Coverages**

SECTION II — Your Liability Coverages

If at the time of loss or accident, there is other insurance in the name of a corporation or association of property owners insuring the same property insured by this policy, this insurance will be excess over the amount recoverable under such other insurance.

7. **Our Right to Recover From Others.**

After we have paid a claim, except for Medical Payments To Others, we have the right to recover the payment from anyone who may be held responsible for the loss. You may waive your rights to recover against another person for loss involving the property insured by this policy. This waiver must be in writing prior to the date of loss.

8. **Legal Action Against Us.** You may not bring legal action against us concerning this policy unless you have fully complied with all of the policy terms. If you and we have failed to agree on the amount of the loss, then you may not bring legal action against us until you have submitted and resolved that dispute through appraisal as described in Condition 5. Suit must be brought within one year after the loss occurs.

9. **Mortgagee.** An insured loss will be payable to the mortgagee(s)

named on the Declarations Page, to the extent of their interest and in their order of precedence. All provisions of this policy apply to these mortgagees.

We will protect the mortgagee's interest in an insured building or structure in the event of an increase in hazard, intentional or criminal acts of any of you, neglect by any of you to take all reasonable steps to save and preserve property after an insured loss, a change in ownership, or foreclosure if the mortgagee has no knowledge of these conditions.

The mortgagee will:

- a. Furnish proof of loss within 60 days after notice of the loss if any of you fail to do so.
- b. Pay upon demand any premium due if any of you fail to do so.
- c. Notify us of any change of ownership or occupancy or any increase in hazard of which the mortgagee has knowledge.
- d. Give us the mortgagee's right of recovery against any party liable for loss.
- e. After a loss, and at our option, permit us to satisfy the mortgage requirements and receive full transfer of the mortgage.

This mortgagee interest provision will apply to any trustee named in this policy.

10. **Changes in Your Policy.** If any provision of this policy is in con-

flict with any governmental requirements at the time your policy is written, it is automatically changed to conform to them.

If we broaden the coverages provided by this edition of the policy without additional premium charges during the Policy Period, we will give you the benefit of these broadened coverages.

The only other way this policy can be changed is if we change it in writing, which will be made a part of this policy. Any change in your premium will be made at this time.

If your policy is renewed, we will furnish you any form revisions applicable to your policy.


11. **Bankruptcy.** If you become bankrupt or insolvent, we will still insure you for the period of time your premium is paid.
12. **Transfer of This Policy.** You may not transfer any interest in this policy without our written consent. If you die, this policy will continue in force for the remainder of the Policy Period shown on the Declarations Page. This policy will continue for other members of your family entitled to coverage at the time of your death or for your legal representative, but only with respect to the property insured by this policy at the time of death.
13. **Abandoned Property.** We are not obliged to accept abandoned property.
14. **No Benefit to Bailee.** This insurance will not benefit any person or

organization who may be caring for or handling your property for a fee.

15. **Inspections and Consumer Reports.** We are permitted, but not obligated, to inspect your property and/or order consumer reports. Our inspection does not warrant that the property is safe or healthful or in compliance with any law, rule, regulation, or building code.
16. **Your Duties to Maintain Policy Amounts of Insurance.** It is your responsibility to maintain adequate amounts of insurance on your dwelling, other structures and personal property.

If you want to change the amounts of insurance, you may do so by contacting your insurance representative.

This policy is signed at the Home Office by our President and Secretary. It is countersigned on the Declarations Page by our authorized representative(s) if required.


S. J. BOSHOVEN
President


MARTIN R. BROWN
Secretary

Sample

Sample

MOLD, MILDEW, OR OTHER FUNGI, THEIR SECRETIONS, AND DRY AND WET ROT
20105 08/07

SECTION I - YOUR PROPERTY COVERAGES**COVERAGE A - DWELLING****COVERAGE B - OTHER STRUCTURES****COVERAGE C - PERSONAL PROPERTY**

The following paragraphs for these coverages are being removed:

But we do not insure:

Loss, including damage or remediation costs, caused by or resulting from the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.

The following provision is added:

EXCEPTION TO COVERAGE

Other than as described below, we do not insure loss, damage or remediation costs caused by or resulting from the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, conditions or loss that led to their formation or growth.

If your property is damaged by an Insured Peril during the Policy Period, we will pay up to _____ on an aggregate basis for all damages and losses caused by the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind during that period including:

1. any remediation of mold, including the cost or expense to:
 - a. remove the mold from insured property or to repair, restore or replace that property;
 - b. contain, treat, detoxify, neutralize or dispose of or in any way respond to or assess the effect of the mold;
2. the cost of any necessary testing or monitoring of air or property to confirm the type, absence, presence or level of mold, whether performed prior to, during or after removal, repair, restoration or replacement of covered property.

This limit is part of, not in excess of, the Amount of Insurance shown on the Declarations Page. This limit applies to the total of all claims or suits made against you, regardless of the number of accidents, locations insured, or injured persons.

This Exception to Coverage does not apply to an otherwise insured loss that is caused by fire or lightning.

SECTION II - YOUR LIABILITY COVERAGES**COVERAGE F - PREMISES LIABILITY**

This provision is changed to read:

If a claim is made or a suit brought against you for damages because of **bodily injury** or **property damage** caused by an accident or condition on your **premises** to which this coverage applies, we will pay:

- a. up to the Limit of Liability shown on the Declarations Page for the damages for which you are legally liable; and
- b. provide a defense at our expense by attorneys of our choice.

However, with respect to **property damage** resulting from or caused by exposure to, ingestion of, inhalation of, or the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth, the limit of liability will be an aggregate of \$50,000. This limit is part of, not in excess of, the Limit of Liability shown on the Declarations Page. This limit applies to the total of all claims or suits made against you, regardless of the number of accidents, locations insured, or injured persons.

We may make any investigations and settle any claims or suits that we decide appropriate. Our obligation to defend any claim or suit ends when the amount we pay in settlement or judgment for damages resulting from the accident equals the lesser of the Limit of Liability shown on the Declarations Page or, if applicable, a limit of liability shown above. This insurance applies only to **bodily injury** and **property damage** that occurs during the Policy Period shown on the Declarations Page.

SECTION II - EXCLUSIONS**COVERAGE F - PREMISES LIABILITY****COVERAGE G - MEDICAL PAYMENTS TO OTHERS**

Exclusion 18. is changed to read:

18. Resulting from or caused by the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.

This exclusion does not apply to **Property Damage**.

REPAIR COST DWELLING

11035 01/18

Definitions

The following definition is added:

Repair cost means the cost to repair or replace damaged building structures using conventional construction materials and methods that are currently available without extraordinary expense.

But **repair cost** does not mean loss, damage or increased loss caused by enforcement of any governmental requirement regulating construction, repair, occupancy, renovation or remodeling.

The cost to repair or replace will not include amounts for contractor's fees or charges for overhead and profit except to the extent that such fees and charges are incurred and actually paid.

SECTION I - Our Payment Methods

Coverage A - Dwelling is changed to read:

SECTION I - Our Payment Methods

Coverage A - Dwelling

Total Loss Payment Method

A total loss occurs when the dwelling is damaged beyond reasonable repair.

When a total loss occurs, your loss will be equal to the Amount of Insurance shown on the Declarations Page.

No deductible will apply.

Partial Loss Payment Method

Repair Cost Payment Method

When a partial loss occurs, the amount we pay for loss to the dwelling will be the lowest of:

1. The **repair cost** of the damage to the dwelling;
2. The amount actually spent for necessary repair or replacement of the damaged dwelling; or
3. The Amount of Insurance shown on the Declarations Page for the dwelling.

If the cost to repair or replace the damaged property is more than \$2,500, we will pay no more than the **actual cash value** of that damage until actual repair or replacement is completed.

We may make a cash settlement or repair or replace the property with property of like kind and quality. We will give you notice of our intention within 30 days after we receive your proof of loss.

We will not pay for loss consisting of actual or perceived reduction of market value after the damaged property has been replaced, restored or repaired.

The damage to your property will reduce the Amount of Insurance available during the policy period by the amount of the damage. Your coverage will return to the Amount of Insurance shown on the Declarations Page upon completion of the repairs or replacements.

Actual Cash Value Payment Method

You may disregard the Repair Cost Payment Method and make a claim on an Actual Cash Value Payment Method. Such claim must be made to us within 365 days from the date of loss. If you do, and the cost for repair or replacement is incurred within 365 days from the date of loss, you may make further claim for that additional cost. If you do elect to make a claim on an Actual Cash Value Payment Method, then the amount we pay for loss to the dwelling will be the lowest of:

1. The difference between the **actual cash value** of the dwelling immediately before the loss and its **actual cash value** immediately after the loss;
2. The **actual cash value** of the damaged part of the dwelling at the time of the loss;
3. The amount required to repair or replace the dwelling; or
4. The Amount of Insurance shown on the Declarations Page for the dwelling.

We may make a cash settlement or repair or replace the property with property of like kind and quality. We will give you notice of our intention within 30 days after we receive your proof of loss.

We will not pay for loss consisting of actual or perceived reduction of market value after the damaged property has been replaced, restored or repaired.

The damage to the dwelling will reduce the Amount of Insurance available by the amount of the damage. Your coverage will return to the Amount of Insurance shown on the Declarations Page upon completion of the repairs or replacements.

REQUIRED CHANGE - GEORGIA
10211 06/19

Definitions

The following definitions are changed to read:

Actual cash value means the amount it would cost to repair or replace insured property with new property of like kind and quality, less allowance for physical deterioration, depreciation, and obsolescence. Our adjustment for physical deterioration, depreciation, and obsolescence applies to all costs, including the costs of labor and materials. Neither **actual cash value** nor the cost to repair or replace will include amounts for contractor's fees or charges for overhead and profit except to the extent that such fees and charges are reasonable and incurred.

Pollutant means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, metals, lead paint components and compounds, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed. However, irritants and contaminants released by an accidental fire on your **premises** are not a **pollutant**.

In Section II - Your Liability Coverages, **pollutant** means lead, lead paint, components, and compounds. However, irritants and contaminants released by an accidental fire on your **premises** are not a **pollutant**.

The following definitions are added:

Family violence means the occurrence of one or more of the following acts between past or present spouses, persons who are parents of the same child, parents and children, stepparents and stepchildren, foster parents and foster children, or other persons living or formerly living in the same household:

1. Any felony; or
2. Commission of offenses of battery, simple battery, simple assault, assault, stalking, criminal damage to property, unlawful restraint, or criminal trespass.

Family violence will not be deemed to include reasonable discipline administered by a parent to a child in the form of corporal punishment, restraint, or detention.

Personal Injury means injury to a tenant or resident of the dwelling described on the Declarations Page, including consequential **bodily injury**, arising out of one or more of the following offenses:

1. Wrongful eviction from or wrongful entry into that dwelling;
2. False arrest, detention, or imprisonment associated with or as a consequence of that wrongful eviction or wrongful entry;
3. Malicious prosecution of any such tenant or resident associated with or as a consequence of that wrongful eviction or wrongful entry;

4. Wrongful invasion of the right of private occupancy held by that tenant or resident;
5. Oral or written publication, in any manner, of material that slanders or libels that tenant or resident; or
6. Oral or written publication, in any manner, of material that violates the right to privacy held by that tenant or resident.

Sexual assault means rape, sodomy, aggravated sodomy, sexual battery, and aggravated sexual battery, as those terms are defined in the Criminal Code of Georgia.

SECTION I - Your Property Coverages

Coverage B - Other Structures

We insure:

Paragraph 1. is changed to read:

1. The other structures, including fences, that are described on the Declarations Page; and

The following is added:

Your Additional Benefits

We may work with merchants to provide the best possible value for services and replacement of your property. If we are able to negotiate discounts or other benefits with merchants, we will extend those discounts or other benefits to you. You may contact the merchants directly. When you do, you may be afforded additional discounts and services. You are under no obligation to purchase any property or services from these merchants, nor are we obligated to provide these benefits.

If your Declarations Page displays Coverage D - Loss Of Rents, the following SECTION I provision applies:

Coverage D - Loss Of Rents is changed to read:

Coverage D - Loss Of Rents

If an insured loss occurs at the dwelling described on the Declarations Page, we will pay for your loss of rents resulting from that insured loss while the dwelling is not fit to live in or use, less charges and expenses that do not continue during that time. At the time of the loss, a completed and signed written agreement to rent or lease must exist.

We will pay loss of rents only for the shortest time needed to make the dwelling habitable. This coverage will pay actual loss of rents up to a monthly maximum of one-twelfth of the Amount of Insurance shown on the Declarations Page for Coverage D. The total amount we will pay will not exceed the Amount of Insurance described on the Declarations Page for Coverage D.

If damage caused by an Insured Peril occurs at a neighboring premises, we will pay any resulting loss of rents for up to two weeks if civil authorities prohibit occupancy of your dwelling.

We will not pay expenses due to cancellation of any lease or written or oral agreement.

The periods of time are not limited by the expiration of this policy.

No deductible will apply to this coverage.

SECTION I - Insured Perils

Insured Peril 9. is changed to read:

9. Vandalism or malicious mischief, meaning the intentional and willful damage or destruction of property by anyone other than the owner of the property.

But we do not insure:

- a. Any loss to personal property or materials and supplies for use in construction, arising out of its theft or other unlawful taking from your **premises**;
- b. Any loss to personal property if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling while being constructed, altered, or repaired is not considered vacant.

These exceptions do not apply to ensuing loss caused by fire or explosion.

SECTION I - Exclusions

Exclusion 1. is changed to read:

1. Loss of or to any property otherwise insured by this policy if that loss is intentionally caused by any of you or performed at any of your direction.

This exclusion does not apply to loss sustained by any innocent first party claimant if that loss arose out of **family violence** or **sexual assault** and a **family violence** or **sexual assault** complaint is brought against the perpetrator of **family violence** or **sexual assault**. Our payment to the innocent first party claimant will be limited to his or her ownership interest in the damaged property reduced by any payments to the lienholder or other secured interest.

Exclusion 5. is changed to read:

5. Loss caused by:
 - a. The actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of **pollutants**; or
 - b. Loss, cost, or expense from any governmental direction or request that any of you test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **pollutants**.

This exclusion does not apply if the discharge, dispersal, seepage, migration, release, or escape of **pollutants** is both sudden and accidental.

Exclusion 10. is changed to read:

10. Loss caused by vandalism, burglary, malicious mischief, theft, or any other unlawful taking of property if the dwelling has been vacant for more than 30 days immediately preceding the loss. A dwelling being constructed, altered, or repaired is not considered vacant.

This exclusion does not apply to ensuing loss caused by fire or explosion.

Exclusion 19. is changed to read:

19. Loss caused by continuous or repeated seepage or leakage of water or steam from within a plumbing, heating, fire protective sprinkler, or air conditioning system or from within an appliance which occurs over a period of weeks, months, or years.

This exclusion does not apply:

- a. To ensuing loss caused by fire or explosion; or
- b. If the water leakage or seepage is hidden from view and unknown by you.

If your Declarations Page displays Coverage F - Premises Liability and Coverage G - Medical Payments to Others, the following SECTION II provisions and exclusions apply:

SECTION II - Your Liability Coverages

Coverage F - Premises Liability is changed to read:

Coverage F - Premises Liability

If a claim is made or a suit is brought against you for damages because of **bodily injury** or **property damage** caused by an accident on your **premises** to which this coverage applies, or if a claim is made or a suit is brought against you for damages because of **personal injury** caused by an offense to which this coverage applies, we will:

1. Pay up to the Limit of Liability shown on the Declarations Page for the damages for which you are legally liable; and
2. Provide a defense at our expense by attorneys of our choice.

Continuous or repeated exposure to substantially the same general harmful conditions, whether occurring during one policy period or occurring over more than one policy period, constitutes one accident.

We may make any investigations and settle any claims or suits that we decide appropriate. Our obligation to defend any claim or suit ends when the amount we pay in settlement or judgment for damages resulting from the accident or offense equals the available Limit of Liability shown on the Declarations Page subject to the Aggregate Limit. Coverage F - Premises Liability applies to **bodily**

injury and **property damage** only if the **bodily injury** or **property damage** occurs on your **premises** during the Policy Period shown on the Declarations Page, and to **personal injury** only if the offense occurs during the Policy Period shown on the Declarations Page subject to the Aggregate Limit.

SECTION II - Exclusions

Coverage F - Premises Liability

Coverage G - Medical Payments To Others

Exclusion 13. is changed to read:

13. Arising out of the use, sale, manufacture, distribution, delivery, transfer, or possession of any illegal substance or a controlled substance as defined by federal or state law by any of you, your **residence employee**, your roomers or boarders, any tenant, any other residents of your tenant's dwelling unit, or guests. Such substances include, by way of example, but are not limited to: cocaine, LSD, methamphetamines, marijuana, and all narcotic drugs.

This exclusion does not apply:

- a. To the legitimate use of prescription drugs by a person following the orders of a licensed physician; or
- b. Where the involvement with controlled substance(s) is not within the knowledge of any of you.

Exclusion 15. is deleted.

The following exclusions apply to Personal Injury Liability Coverage only.

We will not pay for **personal injury**:

1. To any of you other than an employee described in the insuring agreement;
2. Arising out of liability assumed by any of you in any contract or agreement whether before or after the offense occurs;
3. Caused by a violation of a penal law or ordinance committed by or with the knowledge or consent of any of you;
4. Arising out of the actual, alleged, or threatened discharge, dispersal, release, escape of, or the ingestion, inhalation, or absorption of, **pollutants**;
5. Arising out of the loss, cost, or expense from any governmental direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **pollutants**;
6. Arising out of nuclear reaction, radiation, or radioactive contamination;
7. Resulting from or caused by the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition, or loss that led to their formation or growth;
8. Caused by or at the direction of any of you with the knowledge that the act would violate the rights of another and inflict **personal injury**;

9. Arising out of the rendering or failing to render professional services; or

10. Arising out of **business** pursuits of any of you.

Policy Conditions

1. **Insurable Interest, Amount of Insurance, and Limits of Liability** is changed to read:

Insurable Interest, Amount of Insurance, and Limits of Liability. Regardless of the number of persons or organizations who have an interest in the insured property, we will not be liable in any one loss for more than the lesser of:

- a. The interest of the person or organization insured; or
- b. The applicable Amount of Insurance.

In any one accident, the Limit of Liability for Coverage F - Premises Liability will not exceed the limit shown on the Declarations Page regardless of the number of people insured, claims made, or suits brought.

In any one Policy Period, the most we will pay for any one insured location for Coverage F - Premises Liability is \$2,000,000 regardless of the number of claims, suits, accidents, or offenses.

The insuring of more than one person or organization by this policy does not increase the Amount of Insurance.

3. **Concealment or Fraud** is changed to read:

We do not provide coverage for you if you:

- a. Intentionally conceal or misrepresent any material fact or circumstance;
 - b. Engage in fraudulent conduct; or
 - c. Make false statements;
- whether before or after a loss or claim relating to this insurance.

7. **Our Right to Recover From Others** is changed to read:

After we have paid a claim, except for Medical Payments To Others, we have the right to recover the payment from anyone who may be held responsible for the loss. You may waive your rights to recover against another person for loss involving the property insured by this policy. This waiver must be in writing prior to the date of loss.

If we pay any of you for loss arising out of **family violence** or **sexual assault**, your right to recover damages from the person who caused the **family violence** or **sexual assault** will be transferred to us to the extent of our payment. You may not waive your rights to the person who caused the **family violence** or **sexual assault**.

8. **Legal Action Against Us** is changed to read:

You may not bring legal action against us concerning this policy unless you have fully complied with all of the policy terms. If you and we have failed to agree on the amount of the loss, then you may not bring legal action against us until you have submitted and resolved that dispute through appraisal as described in Condition 5. Suit must be brought within two years after the loss occurs.

10. **Changes in Your Policy** is changed to read:

Changes.

a. Policy Changes

- (1) If any provision of this policy is in conflict with any governmental requirements at the time your policy is written, it is automatically changed to conform to them.
- (2) If we broaden the coverages provided by this edition of the policy without additional premium charges during the Policy Period, we will give you the benefit of these broadened coverages.
- (3) The only other way this policy can be changed is if we change it in writing. Any change will be made a part of this policy. Any change in your premium will be made at that time.
- (4) If your policy is renewed, we will furnish you any form revisions applicable to your policy.

b. Midterm Rate Changes

The premium you are charged for this policy is based on information that you provided to us and on information we gather from other sources. You must immediately inform us if any of the information you have provided to us changes, is incomplete, or is incorrect. Based on the changed, completed, or corrected information, we may decrease or increase the premium for your policy during the Policy Period.

Any premium increase or decrease will be based on the rules and rates in effect at the inception of the Policy Period.

16. **Your Duties to Maintain Policy Amounts of Insurance** is changed to read:

Your Duties to Maintain Policy Amounts of Insurance. It is your responsibility to maintain adequate amounts of insurance on your dwelling, other structures, and personal property. But to help you do that we may, but are not obligated to, adjust your policy Amounts of Insurance. If an adjustment is made, it will become effective on the renewal date of your policy and will be based upon data supplied to us by recognized agencies or organizations.

You will be notified in advance of the new Amounts of Insurance. Payment of your renewal is all that is necessary to indicate your acceptance of the new Amounts of Insurance.

If you want to change the new Amounts of Insurance, you may do so by contacting your insurance representative.

The following conditions are added:

Cancellation. You may cancel this policy by giving us advance written or verbal notice of the future date cancellation is to take effect. If a mortgagee is named on the Declarations Page, we will provide acknowledgment to the mortgagee regarding cancellation of the mortgagee's interest in this policy by any legal means available.

If only your interest is affected, cancellation will take effect on the date we receive your written notice or the date you request, whichever is later. However, if we confirm to you in writing the date and time that the cancellation takes effect, we may waive the future date requirement. If a statute, regulation, or contract prohibits policy cancellation unless notice is given to a third party, we will mail or deliver to you and the third party our confirmation notice. Policy cancellation will take effect not less than 10 days from the date we mail or deliver our notice to you and a third party.

We may cancel by mailing to the first person named on the Declarations Page at the address shown in this policy:

1. At least 10 days' notice:
 - a. If cancellation is for nonpayment of premium; or
 - b. If notice is mailed during the first 59 days this policy is in effect and this is not a renewal; or
2. At least 30 days' notice for a natural person (45 days for other entities) in all other cases.

After this policy has been in effect for more than 60 days, or if this is a renewal policy, we will cancel only if there is:

1. Nonpayment of premium;
2. Discovery of fraud, concealment of material fact, or material misrepresentation made by or with the knowledge of you in obtaining the policy, continuing the policy, or presenting a claim under the policy;
3. The occurrence of a change in risk which substantially increases any hazard the policy insures against; or
4. You violate any of the material terms or conditions of the policy.

Your mortgagee may cancel this policy if your dwelling has been foreclosed or the mortgagee has otherwise acquired ownership of it. The mortgagee may cancel this policy on behalf of all parties who have an interest insured by this policy by providing a written notice telling us the effective date of cancellation.

If there is any refund of premium due you, we will mail it to you with your cancellation notice or as soon as possible after we mail the notice. The return premium will be calculated pro rata. If you cancel, return premium will be subject to the "Minimum Earned Premium" shown on the Declarations Page of this policy. Pro rata cancellation means that we keep premium only for the period of time you were insured. If your premium is financed, that financing interest will be recognized in any refund due.

Nonrenewal. We may decide not to renew your policy. If we do not renew, we will mail or deliver a notice of nonrenewal to you at least 30 days for a natural person (45 days for other entities) before the "Ending" date shown on the Declarations Page.

Automatic Termination. If we offer to renew or continue this policy, but you or your representative do not accept

our offer, then this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due will mean that you have not accepted our offer.

Notice of Cancellation or Nonrenewal. If mailed, we will address the cancellation or nonrenewal notice to your last address of record. Under the authority of federal law, the United States Postal Service and its authorized agents or vendors may forward any mailed cancellation or nonrenewal notice to an updated address per any change of address that you have presented to or filed with the United State Postal Service. In addition, we may update our policy records to reflect this updated mailing address and/or address future notices to this address. If notice is mailed, proof of mailing will be sufficient proof of notice.

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